

**SUM. JNS**  
**(CITACION JUDICIAL)**

SUM-100

**NOTICE TO DEFENDANT: WHIRLPOOL CORPORATION**, a business  
(**AVISO AL DEMANDADO**): entity of unknown form; **MAYTAG CORPORATION**, a business entity of unknown form; **MAYTAG SALES, INC.**, a business entity of unknown form; **BEST BUY CO., INC.**, a business entity of unknown form; **BEST BUY**, a business entity of unknown form; and **DOES 1** through 100, inclusive

**YOU ARE BEING SUED BY PLAINTIFF: LAURA TAYLOR**, an Individual  
(**LO ESTÁ DEMANDANDO EL DEMANDANTE**):

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

ORIGINAL FILED

JUN 20 2012

LOS ANGELES  
SUPERIOR COURT

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There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

LOS ANGELES SUPERIOR COURT - UNLIMITED

300 E. Walnut Street

Pasadena, CA 91101

NORTHEAST DISTRICT

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Paul S. Zuckerman, Esq. (SBN 15539)

John C. Carpenter, Esq. (SBN 155610)

CARPENTER, ZUCKERMAN & ROWLEY, LLP

8827 West Olympic Boulevard

DATE: Beverly Hills, CA 90211

(Fecha) JUN 23 2012

JOHN A. CLARKE

Clerk, by

DAWN MOORE-REILEY

Deputy

(Secretario)

(Adjunto)

CASE NUMBER:  
(Número del Caso)

G C 0 4 9 7 2 7

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010))

**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.

2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): WHIRLPOOL CORPORATION

under: ☒ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

(SEAL)



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ORIGINAL FILED

JUN 20 2012

LOS ANGELES  
SUPERIOR COURT

**YOU ARE BEING SUED BY PLAINTIFF: LAURA TAYLOR**, an Individual  
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300 E. Walnut Street  
Pasadena, CA 91101  
NORTHEAST DISTRICT

CASE NUMBER:

(Número del Caso):

GC049727

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Paul S. Zuckerman, Esq. (SBN 15539)

(310) 273-1230

John C. Carpenter, Esq. (SBN 155610)

CARPENTER, ZUCKERMAN & ROWLEY, LLP

8827 West Olympic Boulevard

DATE: Beverly Hills, CA 90211

(Fecha)

Clerk, by

(Secretario)

DAWN MOORE RILEY

Deputy

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under:

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DATE: Beverly Hills, CA 90211

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JUN 28 2012

JOHN A. CLARKE

Clerk, by

**DAWN MOORE RILEY**

Deputy

(Secretario)

(Adjunto)

CASE NUMBER:

(Número del Caso)

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John C. Carpenter – State Bar No. 155610  
**CARPENTER, ZUCKERMAN & ROWLEY, LLP**  
8827 W. Olympic Boulevard  
Beverly Hills, California 90211  
Tel.: (310) 273-1230 / Fax: (310) 858-1063

Attorneys for Plaintiff,  
Laura Taylor

ORIGINAL FILED  
JUN 28 2012  
LOS ANGELES  
SUPERIOR COURT

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES – NORTHEAST DISTRICT**

LAURA TAYLOR,

Plaintiff,

vs.

WHIRLPOOL CORPORATION, a business  
entity of unknown form; MAYTAG  
CORPORATION, a business entity of unknown  
form; MAYTAG SALES, INC., a business  
entity of unknown form; BEST BUY CO., INC.,  
a business entity of unknown form; BEST BUY,  
a business entity of unknown form; and DOES 1  
through 100, inclusive,

Defendants.

Case No.:

G C 0 4 9 7 2 7

**COMPLAINT FOR DAMAGES**

1. FRAUDULENT CONCEALMENT
2. NEGLIGENCE
3. STRICT PRODUCTS LIABILITY
4. BREACH OF EXPRESS WARRANTY
5. BREACH OF IMPLIED WARRANTY

**[DEMAND FOR JURY TRIAL]**

**COMES NOW** the plaintiff LAURA TAYLOR for causes of action against the defendants, and each of them, including DOES 1 through 100, inclusive, and each of them, complains and alleges as follows:

**JURISDICTION**

This Court has jurisdiction over the within action upon the grounds that this matter includes claims of strict products liability; the subject incident collision occurred within the County of Los Angeles; all of plaintiff's personal injuries, harm, losses and other damages alleged herein were incurred, suffered and took place in the County of Los Angeles, State of California; multiple defendants are

1 located herein; at all times relevant hereto several of the defendants were conducting business in the  
2 County of Los Angeles; and the relief prayed for lies outside the jurisdiction of a court of inferior  
3 jurisdiction.  
4

5 PARTIES

6 1. Plaintiff LAURA TAYLOR is, and at all times relevant hereto was, a resident of the  
7 County of Los Angeles in the State of California.

8 2. Defendant WHIRLPOOL CORPORATION is a business entity of unknown form which  
9 was and is authorized to do business within the State of California, and was and is engaged in the  
10 business of deriving profit from designing, manufacturing, warning, advertising, promoting, installing,  
11 servicing, and importing home appliances for sale within the County of Los Angeles, California.

12 3. Defendant MAYTGAG CORPORATION is a business entity of unknown form which  
13 was and is authorized to do business within the State of California, and was and is engaged in the  
14 business of deriving profit from designing, manufacturing, warning, advertising, promoting, installing,  
15 servicing, and importing home appliances for sale within the County of Los Angeles, California.

16 4. Defendant MAYTGAG SALES, INC. is a business entity of unknown form which  
17 was and is authorized to do business within the State of California, and was and is engaged in the  
18 business of deriving profit from designing, manufacturing, warning, advertising, promoting, installing,  
19 servicing, and importing home appliances for sale within the County of Los Angeles, California.

20 5. Defendant BEST BUY CO., INC. is a business entity of unknown form which  
21 was and is authorized to do business within the State of California, and was and is engaged in the  
22 business of deriving profit from designing, manufacturing, warning, advertising, promoting, installing,  
23 servicing, and importing home appliances for sale within the County of Los Angeles, California.

24 6. Defendant BEST BUY is a business entity of unknown form which  
25 was and is authorized to do business within the State of California, and was and is engaged in the  
26 business of deriving profit from designing, manufacturing, warning, advertising, promoting, installing,  
27 servicing, and importing home appliances for sale within the County of Los Angeles, California.

28 7. Defendant DOE 1 is a natural person residing and domiciled in the County of Los

1 Angeles, State of California who installed the home appliances which are the subject of this litigation.

2 8. The true names and/or capacities, whether individual, corporate, associate or otherwise of  
3 the defendants DOES 2 through 100, inclusive, and each of them, are unknown to plaintiff who therefore  
4 sue said defendants by such fictitious names. Plaintiff is informed and believes and thereon alleges that  
5 each of these defendants fictitiously named herein as a DOE is legally responsible, negligent or in some  
6 other actionable manner liable for the events and happenings hereinafter referred to, and proximately and  
7 legally caused the injuries to plaintiff as hereinafter alleged. Plaintiff will seek leave of the Court to  
8 amend this Complaint to insert the true names and/or capacities of such fictitiously-named defendants  
9 when the same has been ascertained.

10 9. Defendants WHIRLPOOL CORPORATION, MAYTAG CORPORATION, MAYTAG  
11 SALES, INC., BEST BUY CO., INC., BEST BUY, DOES 1 through 100 are collectively referred to  
12 herein as "Defendants."

13  
14 GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

15 10. Plaintiff Laura Taylor purchased a washing machine and dryer at a retail store which is  
16 located at or near Pasadena, California. Said retail store was owned, operated, managed, and controlled  
17 by the defendants. Plaintiff hired the defendants to install and service the washing machine and dryer at  
18 her home which is located at or near Alta Dena, California.

19 11. The defendants failed to competently and correctly install and service the home  
20 appliances as on the power source to the dryer, the defendants, without limitation, routed the neutral wire  
21 above the brass strap, as opposed to below the brass strap.

22 12. After the installation and service of the washing machine and dryer, the defendants  
23 released the home appliances to the plaintiff with the representation that said machines had been  
24 properly inspected, maintained, and repaired and therefore, considered safe to operate in all foreseeable  
25 manners and circumstances.

26 13. On or about July 5, 2012, plaintiff touched the dryer and was electrocuted sustaining,  
27 without limitation, a loss of consciousness, parathesia, trigeminal neuralgia, TMJ pain,  
28 hemihypoesthesia, cervical and lumbar radiculopathy, shoulder pain, knee pain, and problems with

1 memory, concentration, speech fluency, sleeping, appetite, and libido.

2 14. Defendants sold and/or delivered plaintiff the household appliance containing defective  
3 parts that caused the electrocution and resulting damages and the defects have been concealed from the  
4 plaintiff causing injuries and damages as alleged in more detail herein.

5 15. The aforesaid events and resulting injuries and damages to Plaintiff were caused by the  
6 defective household appliance, including its design, warning, manufacture, marketing, service,  
7 inspection, installation, distribution, and sale. At no time prior to the household appliance's electrocution  
8 event did Defendants provide any warning regarding the dangerous propensities within the household  
9 appliance. At no time prior to the appliance's electrocution event on July 5, 2010, did the appliance  
10 include a fail-safe device to prevent such electrocution events, although such a feasible alternate design  
11 was available and had been used by other manufacturers.

12 16. Defendants misleadingly promised safety and trust, while at the same time purposely  
13 concealing evidence of defects in its household appliances from the public, and hiding its own  
14 knowledge of an alarming number of incidents of electrocution events, deaths, and injuries.

15 17. In the decades prior to this incident, Defendants continuously and consistently promised  
16 safety for their appliances, and repeatedly promised a brand of "trust" to prospective purchasers of their  
17 appliances. The Defendants continuously denied any problems with their appliances, while during that  
18 same time period the Defendants received reports of similar electrocution events.

19 18. The defendant's household appliances were defective in design due to an inadequate fault  
20 detection system.

21 19. Further, the absence of an electrocution override system by itself renders the appliances  
22 defective and unreasonably dangerous, and the appliances do not perform as safely as an ordinary  
23 consumer would expect. Despite the feasibility and availability of an override system, Defendants  
24 negligently and recklessly failed to an override system in its appliances.

25 20. Plaintiff was, at all times relevant, ignorant of the existence of the defects described  
26 above and, knowing this, the defendants continued to broadly disseminate statements about the safety  
27 and reliability of the subject appliance, while denying the existence of the defects.

28 21. The defendants' fraudulent concealment scheme includes, but is not limited to, intentionally



1 covering up and refusing to publicly disclose critical internal memoranda, design plans, studies, Notices of  
2 Action, Problem Detail Reports and other reports of failure and injury. Through such acts of fraudulent  
3 concealment, the defendants were able to actively conceal from the public for years the truth about the  
4 existence of the dangerous electrocution causing defects in their products, thereby tolling the running of any  
5 applicable statute of limitations.

6 22. Any applicable statutes of limitation have been equitably tolled by the defendants'  
7 affirmative acts of fraud, fraudulent concealment, suppression and denial of the true facts regarding the  
8 existence of the defective electrocuting parts of their appliances.

9 23. The defendants are estopped from relying on any statutes of limitation because of their  
10 fraudulent concealment and misrepresentations of the true facts concerning the dangerously defective  
11 product.

12 24. Plaintiff is informed and believes, and thereupon alleges, that at all times relevant and  
13 mentioned herein, Defendants, and each of them, were at all times material hereto acting within the  
14 authorized course, scope and purpose of said agency and employment and that all of said acts were  
15 subsequently performed with the knowledge, acquiescence, ratification and consent of the respective  
16 principals, and the benefits thereof accepted by said principals.

17 25. Plaintiff is informed and believes and thereon alleges that at all times mentioned herein,  
18 defendants, and each of them, including DOES 1 through 100, inclusive, were the agents, servants,  
19 employees and/or joint venturers of their co-defendants, and were, as such, acting within the course, scope  
20 and authority of said agency, employment and/or venture and that each and every defendant, as aforesaid,  
21 when acting as a principal, was negligent in the selection and hiring of each and every other defendant as  
22 an agent, employee and/or joint venturer.

23 26. Plaintiff is informed and believes, and thereupon alleges that all of the acts, conduct, and  
24 nonfeasance herein carried out by each and every representative, employee or agent of each and every  
25 corporate or business defendant, were authorized, ordered, and directed by the respective defendant's  
26 corporate or business employers, officers, directors and/or managing agents; that in addition thereto, said  
27 corporate or business employers, officers, directors and/or managing agents had advance knowledge of,  
28 authorized, and participated in the herein described acts, conduct and nonfeasance of their representatives,



1 employees, agents and each of them; and that in addition thereto, upon the completion of the aforesaid acts,  
 2 conduct and nonfeasance of the employees and agents, the aforesaid corporate and business employers,  
 3 officers, directors and/or managing agents respectively ratified, accepted the benefits of, condoned and  
 4 approved of each and all of said acts, conduct or nonfeasance of their co-employees, employers, and agents.

5 27. In addition, at all times herein relevant, each defendant, whether named herein or designated  
 6 as a DOE, was a principal, master, employer and joint venturer of every other defendant, and every  
 7 defendant was acting within the scope of said agency authority, employment and joint venture.

8 28. As a direct and proximate result of defects in the appliance and the wrongful conduct,  
 9 acts, omissions, and fraudulent misrepresentations of Defendants, Plaintiff suffered significant harm,  
 10 conscious pain and suffering, physical injury and bodily impairment resulting permanent physical  
 11 deficits, permanent impairment and other sequelae likely to continue manifesting in the future.

12 29. As a further direct and proximate result of defects in the appliance and the wrongful  
 13 conduct, acts, omissions, and fraudulent misrepresentations of Defendants, Plaintiff has also incurred  
 14 medical expenses and other economic harm including loss of earnings, and lost earning capacity, and  
 15 will continue to incur expenses and loss of earnings in the future, as a direct and proximate result of the  
 16 injuries alleged herein as a result of the use of the appliance.

17 30. As a further direct and proximate result of defects in the appliance and the wrongful  
 18 conduct, acts, omissions, and fraudulent misrepresentations of Defendants, Plaintiff has required medical  
 19 treatment, and will continue to require reasonable and necessary health care, attention and services, and  
 20 Plaintiff has incurred, and continues to incur, medical, incidental, and service expenses pertaining to the  
 21 injuries. As a further direct and proximate result of the acts and omissions of defendants, plaintiff has  
 22 suffered a loss of earnings will be prevented from pursuing gainful employment and/or business ventures  
 23 in the future, and therefore he will suffer lost future earnings and income, and/or a diminution of his  
 24 future earning capacity. Said damages are in a sum the exact amount of which is not yet known to  
 25 plaintiff, but which amount will be proved at the time of trial. As a further direct and proximate result of  
 26 the above-described despicable acts by defendants, plaintiff has been harmed in that he has suffered and  
 27 will continue to suffer mental anguish, and severe emotional and physical distress. Said damages are in  
 28 a sum in excess of the jurisdictional limit of this Court, the exact amount of which is not yet known to

1 plaintiff, but which amount will be proved at the time of trial.

2 31. The acts, conduct, and omissions of Defendants, and each of them, as alleged throughout  
3 this Complaint were fraudulent, wilful and malicious and were done with a conscious disregard for the  
4 rights of the Plaintiff and users of the similar appliances and for the primary purpose of increasing  
5 Defendants' profits from their sale and distribution. Defendants' outrageous and unconscionable conduct  
6 warrants an award of exemplary and punitive damages against each Defendant in an amount appropriate  
7 to punish and make an example of each Defendant. Prior to the manufacturing, sale and distribution of  
8 the appliance, Defendants and each of them knew that said products were in a defective condition as  
9 previously described herein and knew that those who purchased or used such appliances would  
10 experience and did experience severe physical, mental, and emotional injuries. Further, Defendants and  
11 each of them through their officers, directors, managers, and agents, had knowledge that the subject  
12 appliance presented a substantial and unreasonable risk of harm to the public, and as such, were  
13 unreasonably subjected to risk of injury or death. Despite such knowledge, Defendants, and each of  
14 them, acting through their officers, directors and managing agents for the purpose of enhancing  
15 Defendant's profits, knowingly and deliberately failed to remedy the known defects in the product and  
16 failed to warn the public, including Plaintiff, of the extreme risk of injury occasioned by said defects  
17 inherent in the product. Defendants and their individual agents, officers, and directors intentionally  
18 proceeded with the manufacturing, sale, and distribution and marketing of the subject appliance knowing  
19 persons would be exposed to serious danger in order to advance Defendants' own pecuniary interest and  
20 monetary profits. Defendants' conduct was fraudulent, despicable, and so contemptible that it would be  
21 looked down upon and despised by ordinary decent people, and was carried on by Defendants with  
22 wilful and conscious disregard for the safety of Plaintiff, entitling Plaintiff to exemplary damages.

23  
24  
25 **FIRST CAUSE OF ACTION**

26 **Fraudulent Concealment**

27 [Against All Defendants and DOES 1 - 100]

28 32. Plaintiff incorporates by reference, as though fully set forth herein, each and every

1 allegation and statement contained in the foregoing paragraphs.

2 32. As alleged herein, Defendants and each of them, knew that certain of the appliances it  
3 designed, manufactured, marketed, installed, serviced distributed, and sold in the State of California  
4 contained defects in the causing users to become electrocuted and, at all times relevant, Defendants  
5 concealed and suppressed this material fact from Plaintiff.

6 33. At all times relevant, Defendants and each of them, had exclusive and superior  
7 knowledge of the defects and concealed, suppressed and failed to disclose the true facts to Plaintiff who,  
8 at all times relevant, was ignorant of and was unaware of the existence and nature of the defects. The  
9 defendants therefore had a duty to disclose the nature and existence of the defects before and after the  
10 appliance was purchased. Had the defendants disclosed the whole truth about the existence and nature of  
11 the defects, Plaintiff would have not purchased the appliance.

12 34. As alleged herein, the defendants and each of them, made repeated statements to  
13 Plaintiff, touting the safety and reliability of the subject appliance. These statements were untrue as the  
14 appliances were defective and dangerous.

15 35. At all times relevant, the defendants and each of them, intentionally concealed and  
16 suppressed the nature and extent of the defects with the intent to defraud Plaintiff.

17 36. Plaintiff was at all times relevant, unaware and ignorant of the nature and existence of the  
18 defects in the subject appliance.

19 37. At all times relevant, defendants and each of them, purposefully and intentionally  
20 devised its scheme of concealment and suppression of the true facts concerning the existence and nature  
21 of the defects.

22 38. As a direct and proximate result of defects in the appliance and the wrongful conduct,  
23 acts, omissions, and fraudulent misrepresentations of the defendants, Plaintiff suffered the injuries and  
24 damages as alleged herein.

25  
26 **SECOND CAUSE OF ACTION**

27 **Negligence**

28 [Against All Defendants and DOES 1 – 100]



1           39. Plaintiff incorporates by reference, as though fully set forth herein, each and every allegation  
2 and statement contained in the foregoing paragraphs.

3           40. Plaintiff Laura Taylor purchased the subject appliance at the retail store owned, operated  
4 and controlled by the defendants.

5           41. As stated above, the appliance was installed and serviced by the defendants in the  
6 plaintiff's home.

7           42. Plaintiff is informed and believes, and thereupon alleges that the defendants failed to  
8 competently and correctly perform the installation and servicing of the appliance.

9           43. After the installation and servicing, the defendants released the appliance to plaintiff with the  
10 representation that said appliance had been properly inspected, maintained, installed, serviced, and repaired  
11 and therefore, considered safe to operate in all foreseeable manners and circumstances.

12           44. On or about July 5, 2010, plaintiff was electrocuted when she touched the appliance.

13           44. Plaintiff is informed and believes, and thereupon alleges that the defendants, knowingly failed  
14 to competently and correctly perform the above-referenced installation, service, repair, and maintenance.

15           45. Plaintiff is informed and believes, and thereupon alleges, that at all times relevant hereto,  
16 defendants were engaged in the business of manufacturing, fabricating, designing, assembling, distributing,  
17 buying, selling, leasing, placing into the stream of commerce, labeling, inspecting, testing, analyzing,  
18 servicing, repairing, marketing, promoting, warranting, analyzing, maintaining, controlling, installing,  
19 fitting, entrusting, managing, advertising, supervising the use of, making representations about and/or  
20 warning of defects in, or dangers associated with the use of, the subject household appliance and its model  
21 lines, including all component parts, and had a duty to manufacture, fabricate, design, assemble, distribute,  
22 buy, sell, install, maintain, inspect, test analyze, service, repair, market, warrant, maintain, control, install,  
23 fit, entrust, manage, advertise, supervise the use of, make representations about and/or warning of defects  
24 in, or dangers associated with the use of the appliance and its model line, including all component parts, in  
25 a reasonable manner, which said defendants knew, or in the exercise of reasonable care should have known,  
26 would be used without inspection for defects and dangers.

27           46. Plaintiff is informed and believes, and thereupon alleges that the electrocuting mechanism  
28 of the subject appliance and all other appliances in the model line were and are substantially similar in

1 design and manufacture.

2 47. Plaintiff is informed and believes, and thereupon alleges, that at all times relevant hereto,  
3 defendants and each of them, including their employees, agents, directors, officers, stockholders, partners  
4 and associates, had a legal duty to adequately and properly manage and operate their business and their  
5 manufacturing, servicing, installation, distribution, and retail operations; to adequately and properly train  
6 and supervise their employees and agents, including their designers, installers, servicers, inspectors, quality  
7 control agents and other manufacturing, testing, distribution and delivery personnel; and to act without  
8 negligence, or other wrongful conduct.

9 48. Plaintiff is informed and believes, and thereupon alleges, that at all times relevant hereto,  
10 defendants and each of them, breached their above-mentioned duties by negligently, recklessly, and/or  
11 carelessly manufacturing, fabricating, designing, assembling, distributing, buying, selling, inspecting,  
12 testing, analyzing, servicing, repairing, marketing, warranting, maintaining, controlling, installing,  
13 fitting, entrusting, managing, advertising, supervising the use of, making representations about and/or  
14 warning of defects in, or dangers associated with the use of, the subject appliance, including all  
15 component parts, thereby rendering the subject appliance unsafe and dangerous for use by users,  
16 consumers, and bystanders, which proximately caused the injuries and damages to plaintiff as alleged  
17 herein.

18 51. Said failures by the aforementioned defendants, including the defendant designers,  
19 manufacturers, installers, servicers, distributors and retailers constituted a breach of the aforementioned  
20 duties that in a foreseeable manner, legally and proximately caused the serious and permanent injuries  
21 and other damage to plaintiff herein asserted.

22 51. In addition, defendants and each of them, negligently and carelessly sold, designed,  
23 manufactured, fabricated, distributed, retailed, wholesaled, recommended, tested, modified, controlled,  
24 advertised, created, processed, prepared, constructed, packaged, utilized, provided, warranted, repaired,  
25 maintained, marketed, bought, leased, rented, vended, installed, handled, labeled, compounded,  
26 promoted, furnished, analyzed, inspected, supplied, and place into the stream of commerce, the  
27 aforementioned subject appliance including, but not limited to, its component parts, ingredients,  
28 packaging, attachments, associated warnings, and constituents thereof, and lack of the same. Said

1 negligence included, but was not limited to, supplying inadequate and improper on-product and other  
2 warnings and instructions regarding the defects and dangerous propensities of the aforementioned  
3 subject appliance.

4 53. Plaintiff is informed and believes and thereupon alleges that defendants and each of them,  
5 as asserted above, negligently and carelessly failed to inform purchasers and users of said subject  
6 appliance and others, including plaintiff that the aforementioned subject appliance was defective and  
7 unsafe, and prone to electrocution of users, due to the aforementioned defects.

8 54. Plaintiff is informed and believes and thereupon alleges that defendants and each of them,  
9 in conducting their business, and in selling, designing, manufacturing, fabricating, distributing, retailing,  
10 wholesaling, recommending, testing, modifying, controlling, advertising, creating, processing, preparing,  
11 constructing, packaging, utilizing, providing, warranting, repairing, maintaining, marketing, leasing,  
12 renting, vending, installing, handling, labeling, promoting, advertising, furnishing, analyzing, inspecting,  
13 supplying, and placing into the stream of commerce the aforementioned subject appliance, either lacked  
14 or failed to use the knowledge and skill ordinarily possessed by similarly-situated persons, companies,  
15 designers, manufacturers, testers, assemblers, inspectors, installers, servicers, distributors, retailers and  
16 suppliers of such products.

17 55. To the detriment of the health and safety of its consumers, defendants and each of them,  
18 ignored complaints and notices about the dangerously defective appliance.

19 56. As herein asserted, plaintiff touched the defective appliance when it electrocuted her and  
20 thereby legally and proximately caused her injuries and damages. Due to said defects in the subject  
21 appliance, plaintiff suffered injuries as set forth above.

22 57. The defective and dangerous design, manufacture and performance of the subject  
23 appliance and the fact that it was unsafe for its intended use and purpose when employed in a reasonable  
24 and foreseeable manner by plaintiff was known to defendants and each of them, or in the exercise of  
25 reasonable care should have been known and discovered by the defendants, and each of them. Further,  
26 the defective and dangerous condition of the subject appliance were not made known to plaintiff by  
27 defendants and each of them.

28 58. Plaintiff is informed and believes and thereupon alleges that defendants and each of them,



1 knew of the risk of serious injury or death from said subject appliance due to the defectively designed  
2 and manufactured nature of the subject appliance and said defendants consciously decided to design,  
3 manufacture, distribute and/or sell said subject appliance in its defective state without adequate warning  
4 or proper instructions to owners and users of said appliance in order to save money, increase profits and  
5 prevent loss of sales. These despicable acts by said defendants were done to deliberately prevent the  
6 general public from becoming aware that the appliance was and continues to be unsafe, dangerous and  
7 defective.

8         59. Further, plaintiff is informed and believes and thereupon asserts that defendants and each  
9 of them, knew or in the exercise of reasonable care should have known of the many other earlier deaths,  
10 injuries, consumer complaints and lawsuits involving substantially similar electrocution caused by  
11 defects in the subject appliance model line, including earlier versions and similar products, due to the  
12 inadequate and improper warnings and instructions, and said design and manufacturing defects, and  
13 failure to warn of the defects, in conscious disregard to the rights and safety of others, including plaintiff  
14 herein, said defendants chose not to design, redesign or repair the subject appliance in a proper and  
15 defect free manner, properly and fully recall the product in a timely manner, and/or adequately warn of  
16 the defects and dangers.

17         60. In addition, plaintiff is informed and believes and thereupon alleges that the aforementioned  
18 acts, omissions, negligence, malfeasance, nonfeasance, despicable conduct, and conscious disregard by  
19 defendants and each of them, were done by employees of defendants, and each of them with the advance  
20 knowledge, authorization, approval, participation or ratification of the officers, directors and/or managing  
21 agents of defendants, and each of them.

22         61. Plaintiff is informed and believes and thereupon alleges that the aforementioned acts,  
23 omissions, despicable conduct and malfeasance were done by the defendants and each of them,

24         62. Plaintiff is informed and believes and thereupon alleges that information in the possession  
25 of defendants and each of them, regarding the defective and dangerous condition of the defective appliance  
26 moved upward through the structure of management to a point where corporate policy was formulated.

27         63. Plaintiff is informed and believes and thereupon alleges that corporate policymakers and  
28 other persons who exercised discretionary authority and were authorized to make corporate policy on

1 behalf of defendants and each of them, were in fact aware of risks to the safety of others posed by the  
2 defective and dangerous condition of the subject appliance, including but not limited to the defective  
3 electrocution causing mechanism, and chose not to take any corrective action.

4 64. Plaintiff is informed and believes and thereupon alleges that the entire corporate organization  
5 of the defendants and each of them, acted despicably, with malice and in willful and conscious disregard of  
6 the rights and safety of others, in that persons in the management structure of said defendants decided to  
7 proceed with the design, production, manufacture and marketing of the appliance despite knowledge of the  
8 defective and dangerous condition of the said appliance.

9 65. Plaintiff is informed and believes and thereupon alleges that authorized persons within  
10 the corporate hierarchy of the defendants acted despicably, with malice and in willful and conscious  
11 disregard of the rights and safety of others, in that corporate policymakers and other persons who  
12 exercised discretionary authority and were authorized to make corporate policy decisions on behalf of  
13 said defendants did in fact compromise consumer safety by reducing costs and/or expediting production  
14 of the appliance in willful and conscious disregard of consumer safety.

15 66. As a direct, legal and proximate result of the negligence, carelessness, malice, and  
16 conscious disregard for the rights and safety of others and despicable conduct on the part of the  
17 defendants, the appliance electrocuted the plaintiff and caused injuries and losses to plaintiff.

18 67. The aforementioned negligence, carelessness, malice, conscious disregard for the safety  
19 of others and despicable conduct of the defendants directly, legally and proximately caused injuries that  
20 resulted in the injuries and losses to plaintiff as herein described.

21 68. As a further direct and proximate result of the above-described acts by defendants,  
22 plaintiff has been harmed in that he has suffered and will continue to suffer mental anguish, and severe  
23 emotional and physical distress. Said damages are in a sum in excess of the jurisdictional limit of this  
24 Court, the exact amount of which is not yet known to plaintiff, but which amount will be proved at the  
25 time of trial.

26 69. As a further direct and proximate result of the acts and omissions of defendants, plaintiff  
27 has sustained severe and permanent injuries to his health, and severe shock to her nervous system, and  
28 was caused to suffer severe physical and mental pain. Said damages are in a sum the exact amount of

1 which is not yet known to plaintiff, but which amount will be proved at the time of trial.

2 70. As a direct, proximate, and legal result of the acts and omissions by defendants, plaintiff  
3 suffered and will continue to suffer damages in a sum in excess of the jurisdictional limit of this Court,  
4 the exact amount of which is not yet known to plaintiff, but which amount will be proved at the time of  
5 trial.

6 71. As a further direct and proximate result of acts and omissions of defendants, plaintiff was  
7 required to and did employ physicians, and other medical personnel to treat and care for them, and  
8 incurred additional medical expenses for hospital bills and other incidental medical expenses. Plaintiff  
9 is informed and believe, and thereupon alleges, that he will be required to incur additional medical and  
10 sundry expenses in the future. Said damages are in a sum the exact amount of which is not yet known to  
11 plaintiff, but which amount will be proved at the time of trial.

12 72. As a further direct and proximate result of the acts and omissions of defendants, plaintiff has  
13 suffered a loss of earnings will be prevented from pursuing gainful employment and/or business ventures in  
14 the future, and therefore he will suffer lost future earnings and income, and/or a diminution of his future  
15 earning capacity. Said damages are in a sum the exact amount of which is not yet known to plaintiff, but  
16 which amount will be proved at the time of trial.

17 73. Plaintiff further asserts that the aforementioned despicable conduct, malice and conscious  
18 disregard for the safety of others by defendants and the pecuniary losses, personal injuries and other  
19 damages thereby incurred and suffered by plaintiff, justifies an award of exemplary damages against said  
20 defendants and in favor of the plaintiff in an amount properly calculated to punish said defendants for  
21 their malice, conscious disregard for the safety of others and despicable conduct, and to deter any such  
22 malice, conscious disregard for the safety of others and despicable conduct in the future.

23  
24 **THIRD CAUSE OF ACTION**

25 **Strict Products Liability**

26 [Against All Defendants and DOES 1 – 100]

27 74. Plaintiff incorporates by reference, as though fully set forth herein, each and every allegation  
28 and statement contained in the foregoing paragraphs.



1           75. Plaintiff is informed and believes, and thereon alleges, that the aforementioned subject  
2 appliance and its component parts and constituents thereof, or lack of same, were defectively designed,  
3 manufactured, fabricated, distributed, sold, retailed, wholesaled, recommended, tested, modified,  
4 controlled, advertised, created, processed, prepared, constructed, packaged, utilized, provided,  
5 warranted, repaired, maintained, marketed, leased, rented, vended, installed, handled, labeled, promoted,  
6 furnished, analyzed, inspected, supplied, warned, and placed into the stream of commerce by defendants.

7           76. Defendants designed, manufactured, distributed and sold the subject appliance and  
8 placed the subject appliance into the stream of commerce knowing that the subject appliance would be  
9 used in its intended manner.

10          77. At the time of the aforesaid events, the subject appliance which was being used in a  
11 reasonably foreseeable manner, failed to perform as safely as an ordinary consumer would have  
12 expected, failed to conform with its manufacturing specifications, failed to contain adequate warnings,  
13 and its design was a substantial factor in causing injuries.

14          78. As a direct and proximate result of defects in the subject appliance and the wrongful  
15 conduct, acts, omissions, and fraudulent misrepresentations of defendants, Plaintiff suffered the injuries  
16 and damages as alleged herein.

17          79. Defendants manufactured, fabricated, designed, assembled, marketed, warranted,  
18 controlled, entrusted, managed, maintained, advertised, installed, serviced, inspected, maintained,  
19 repaired, and/or otherwise placed in the stream of commerce the subject appliance and model line,  
20 including all component parts thereof, which contained design and/or manufacturing defects and/or  
21 improper, defective, and dangerous and/or dangerously constructed that were capable of causing, and did  
22 cause, personal injuries to the users, consumers, and bystanders thereof, while being used in a reasonably  
23 foreseeable manner, thereby rendering the subject appliance and model line unsafe and dangerous for use  
24 by such users, consumers, and bystanders.

25          80. Plaintiff is informed and believes, and thereupon alleges, that at all times relevant hereto,  
26 the subject appliance and model line, including all or some component parts was defective when placed  
27 in the stream of commerce by defendants and was of such a nature that the defects would not be  
28 discovered in the normal course of inspection and/or use by users or consumers of the subject appliance

1 and model line.

2 81. In addition, defendants negligently and carelessly sold, designed, manufactured,  
3 fabricated, distributed, retailed, installed, serviced, wholesaled, recommended, tested, modified,  
4 controlled, advertised, created, processed, prepared, constructed, packaged, utilized, provided,  
5 warranted, repaired, maintained, marketed, bought, leased, rented, vended, installed, handled, labeled,  
6 compounded, promoted, furnished, analyzed, inspected, supplied, and place into the stream of  
7 commerce, the aforementioned subject appliance including, but not limited to, its component parts,  
8 ingredients, packaging, attachments, associated warnings, and constituents thereof, and lack of the same.  
9 Said negligence included, but was not limited to, supplying inadequate and improper on-product and  
10 other warnings and instructions regarding the defects and dangerous propensities of the aforementioned  
11 appliance.

12 82. Plaintiff is informed and believes and thereupon alleges that defendants and each of them,  
13 as asserted above, negligently and carelessly failed to inform purchasers and users of said appliance and  
14 others, including plaintiff that the aforementioned appliance was defective and unsafe, and prone to  
15 electrocution due to the aforementioned defects.

16 83. Plaintiff is informed and believes and thereupon alleges that defendants, in conducting  
17 their business, and in selling, installing, servicing, designing, manufacturing, fabricating, distributing,  
18 retailing, wholesaling, recommending, testing, modifying, controlling, advertising, creating, processing,  
19 preparing, constructing, packaging, utilizing, providing, warranting, repairing, maintaining, marketing,  
20 leasing, renting, vending, installing, handling, labeling, promoting, advertising, furnishing, analyzing,  
21 inspecting, supplying, and placing into the stream of commerce the aforementioned appliance either  
22 lacked or failed to use the knowledge and skill ordinarily possessed by similarly-situated persons,  
23 companies, designers, manufacturers, testers, assemblers, installers, servicers, inspectors, distributors,  
24 retailers and suppliers of such products.

25 84. To the detriment of the health and safety of its consumers, defendants consciously disregarded  
26 and ignored complaints and notices about the dangerously defective appliance.

27 85. As herein asserted, plaintiff was electrocuted when she touched the subject appliance.

28 86. Due to said defects in the appliance, plaintiff suffered injuries and losses when the appliance

1 failed to function adequately and safely.

2 87. The defective and dangerous design, manufacture and performance of the appliance and the  
3 fact that it was unsafe for its intended use and purpose when employed in a reasonable and foreseeable  
4 manner by plaintiff was known to defendants or in the exercise of reasonable care should have been known  
5 and discovered by the defendants, and each of them. Further, the defective and dangerous condition of the  
6 subject appliance, were not made known to plaintiff by defendants.

7 88. Plaintiff is informed and believes and thereupon alleges that defendants knew of the danger  
8 of serious injury or death from said appliance due to the defectively designed and manufactured nature of  
9 the appliance and said defendants consciously decided to design, manufacture, distribute and/or sell said  
10 appliance in its defective state without adequate warning or proper instructions to owners and users of said  
11 appliance.

12 89. Further, plaintiff is informed and believes and thereupon asserts that defendants knew or in  
13 the exercise of reasonable care should have known of the many other earlier deaths, injuries, consumer  
14 complaints and lawsuits involving substantially similar electrocution caused by the appliance and its model  
15 line, including earlier versions and similar products, due to the inadequate and improper warnings and  
16 instructions, and said design and manufacturing defects, but in conscious disregard of the rights and safety  
17 of others, including plaintiff herein, said defendants nevertheless chose not to design, redesign or repair the  
18 appliance in a proper and defect free manner, properly and fully recall the product in a timely manner, and/or  
19 adequately warn of the defects and dangers.

20 90. In addition, plaintiff is informed and believes and thereupon alleges that the aforementioned  
21 acts, omissions, negligence, malfeasance, nonfeasance, despicable conduct, and conscious disregard by  
22 defendants were done by employees of defendants, and each of them with the advance knowledge,  
23 authorization, approval, participation or ratification of the officers, directors and/or managing agents of  
24 defendants, and each of them.

25 91. Plaintiff is informed and believes and thereupon alleges that the aforementioned acts,  
26 omissions, despicable conduct and malfeasance were done by the defendants with malice and in conscious  
27 disregard of the rights and safety of others.

28 92. Plaintiff is informed and believes and thereupon alleges that information in the possession



1 of defendants inclusive and each of them, regarding the defective and dangerous condition of the appliance,  
2 including but not limited to the electrocution risk moved upward through the structure of management to  
3 a point where corporate policy was formulated.

4 93. Plaintiff is informed and believes and thereupon alleges that corporate policymakers and other  
5 persons who exercised discretionary authority and were authorized to make corporate policy on behalf of  
6 defendants inclusive and each of them, were in fact aware of risks to the safety of others posed by the  
7 defective and dangerous condition of the appliance and chose not to take any corrective action.

8 94. Plaintiff is informed and believes and thereupon alleges that the entire corporate  
9 organization of the defendants acted despicably, with malice and in willful and conscious disregard of  
10 the rights and safety of others, in that persons in the management structure of said defendants, wherein  
11 corporate policy was formulated decided to proceed with the design, production, manufacture and  
12 marketing of the appliance model line despite knowledge of the defective and dangerous condition of  
13 the appliance.

14 95. Plaintiff is informed and believes and thereupon alleges that authorized persons within the  
15 corporate hierarchy of the defendants acted despicably, with malice and in willful and conscious disregard  
16 of the rights and safety of others, in that corporate policymakers and other persons who exercised  
17 discretionary authority and were authorized to make corporate policy decisions on behalf of said defendants  
18 did in fact compromise consumer safety by reducing costs and/or expediting production of the appliance.

19 96. As a direct, legal and proximate result of the negligence, carelessness, malice, conscious  
20 disregard for the safety of others and despicable conduct on the part of the defendants described above,  
21 the appliance caused plaintiff to be electrocuted.

22 97. The aforementioned negligence, carelessness, malice, conscious disregard for the safety of  
23 others and despicable conduct of the defendants directly, legally and proximately caused injuries that  
24 resulted in the injuries and losses to plaintiff as herein described.

25 98. As a further direct and proximate result of the above-described despicable acts by defendants,  
26 plaintiff has been harmed in that he has suffered and will continue to suffer mental anguish, and severe  
27 emotional and physical distress. Said damages are in a sum in excess of the jurisdictional limit of this Court,  
28 the exact amount of which is not yet known to plaintiff, but which amount will be proved at the time of trial.

1           99. As a further direct and proximate result of the acts and omissions of defendants, plaintiff has  
2 sustained severe and permanent injuries to her health, and severe shock to his nervous system, and was  
3 caused to suffer severe physical and mental pain. Said damages are in a sum the exact amount of which is  
4 not yet known to plaintiff, but which amount will be proved at the time of trial.

5           100. As a direct, legal and proximate result of the negligence, carelessness, malice, conscious  
6 disregard for the safety of others and despicable conduct on the part of defendants, as alleged herein, plaintiff  
7 suffered and will continue to suffer damages in a sum in excess of the jurisdictional limit of this Court, the  
8 exact amount of which is not yet known to plaintiff, but which amount will be proved at the time of trial.

9           101. As a further direct and proximate result of the acts and omissions of defendants, plaintiff has  
10 lost earnings and will be prevented from pursuing gainful employment and/or business ventures in the future,  
11 and therefore she will suffer lost future earnings and income, and/or a diminution of his future earning  
12 capacity. Said damages are in a sum the exact amount of which is not yet known to plaintiff, but which  
13 amount will be proved at the time of trial.

14           102. As a further direct and proximate result of acts and omissions of defendants, plaintiff was  
15 required to and did employ physicians, and other medical personnel to treat and care for her, and incurred  
16 additional medical expenses for hospital bills and other incidental medical expenses.

17           103. Plaintiff is informed and believes, and thereupon alleges, that he will be required to incur  
18 additional medical and sundry expenses in the future. Said damages are in a sum the exact amount of which  
19 is not yet known to plaintiff, but which amount will be proved at the time of trial.

20           104. As a further direct and proximate result of the acts and omissions of defendants, plaintiff will  
21 be prevented from pursuing gainful employment and/or business ventures in the future, and therefore will  
22 suffer lost future earnings and income, and/or a diminution of his future earning capacity. Said damages are  
23 in a sum the exact amount of which is not yet known to plaintiff, but which amount will be proved at the  
24 time of trial.

25           105. Plaintiff further asserts that the aforementioned despicable conduct, malice and conscious  
26 disregard for the safety of others by defendants and the pecuniary losses, personal injuries and other  
27 damages thereby incurred and suffered by plaintiff, justifies an award of exemplary damages against said  
28 defendants and in favor of the plaintiff in an amount properly calculated to punish said defendants for their

1 malice, conscious disregard for the safety of others and despicable conduct, and to deter any such malice,  
2 conscious disregard for the safety of others and despicable conduct in the future.

3  
4 **FOURTH CAUSE OF ACTION**

5 **Breach of Express Warranty**

6 [Against All Defendants and DOES 1 – 100]

7 106. Plaintiff incorporates by reference, as though fully set forth herein, each and every allegation  
8 and statement contained in the foregoing paragraphs.

9 107. At all times herein mentioned, the defendants expressly warranted to plaintiff and the  
10 general consuming public, through print, media and television advertising and other express means, that  
11 the subject appliance and model line was of merchantable quality and was safe for its ordinary, intended,  
12 foreseeable and expected use, and that such use would not cause injuries of the nature herein-described  
13 to plaintiff. In addition, said defendants, and each of them, expressly warranted that there was no  
14 substantial risk of electrocution or other inherent failures or defects in said subject appliance and/or  
15 model line.

16 108. Plaintiff is informed and believe, and thereupon allege, that at all times relevant hereto,  
17 defendants expressly warranted to the consuming public that the subject appliance and model line,  
18 including all component parts, was of merchantable quality, fit for the purpose for which it was to be  
19 used, and free from design, manufacturing and/or modification defects.

20 109. Plaintiff is informed and believe, and thereupon allege, that at all times relevant hereto, the  
21 subject appliance was not of merchantable quality, fit for the purpose for which it was to be used, and/or free  
22 from design, manufacturing and/or modification defects.

23 110. Plaintiff is informed and believes, and thereupon alleges, that at all times relevant hereto the  
24 subject appliance and model line was defectively designed and/or manufactured and imminently dangerous  
25 to users, consumers, and bystanders in that it was capable of causing, and, in fact, did cause, personal  
26 injuries to users, consumers and bystanders, while being used in a reasonably foreseeable manner, thereby  
27 rendering the subject appliance and model line unsafe and dangerous for use by users, consumers or  
28 bystanders.



1 111. Plaintiff is informed and believes that the subject appliance was not of merchantable quality  
2 and was not as warranted by said defendants, thus constituting a breach of said warranty; and as a direct,  
3 legal and proximate result of plaintiff's reliance on said warranties and the breach of said warranties,  
4 plaintiff sustained the herein-described losses and damages.

5 112. Plaintiff is informed and believes and thereupon asserts that said defendants, and each of  
6 them, received timely notice of said breach of warranties.

7 113. Plaintiff is informed and believes and thereupon asserts that said defendants, and each of  
8 them, knew or, in the exercise of reasonable care, should have known of the dangerous, defective, unfit and  
9 unsafe condition of the aforementioned subject appliance and the fact that it was not safe or suitable for its  
10 intended use, nor of merchantable, safe or operational quality.

11 114. As a direct, legal and proximate result of the breaches of warranties on the part of the  
12 defendants, the subject appliance electrocuted the plaintiff.

13 115. The aforementioned breaches of warranties of the defendants, directly, legally and  
14 proximately caused injuries that resulted in severe and permanent injuries to plaintiff, and severe shock to  
15 her nervous system, and was caused to suffer extreme physical and mental pain.

16 116. As a direct, legal and proximate result of the breaches of warranties by defendants, and the  
17 defective nature of the subject appliance, plaintiff suffered and sustained injuries, harm and losses, including  
18 loss and damage to valuable tangible items of personal property and other compensable damages within the  
19 jurisdiction of the Superior Court of California.

20 117. As herein asserted, plaintiff was electrocuted when she touched the subject appliance.

21 118. Due to said defects in the subject appliance, plaintiff suffered injuries and losses when the  
22 subject appliance failed to function adequately, safely, or as designed.

23 119. The defective and dangerous design, manufacture, service, maintenance, installation, and  
24 performance of the subject appliance and the fact that it was unsafe for its intended use and purpose when  
25 employed in a reasonable and foreseeable manner by plaintiff was known to defendants, or in the exercise  
26 of reasonable care should have been known and discovered by the defendants, and each of them. Further,  
27 the defective and dangerous condition of the subject appliance, were not made known to plaintiff by  
28 defendants.

1 120. Plaintiff is informed and believes and thereupon alleges that defendants knew of the danger  
2 of serious injury or death from said subject appliance due to the defectively designed and manufactured  
3 nature of the subject appliance and said defendants decided to design, manufacture, install, service, distribute  
4 and/or sell said subject appliance in its defective state without adequate warning or proper instructions to  
5 owners and users of said subject appliance.

6 121. Further, plaintiff is informed and believes and thereupon asserts that defendants, knew or in  
7 the exercise of reasonable care should have known of the many other earlier deaths, injuries, consumer  
8 complaints and lawsuits involving substantially similar electrocution caused by the subject appliance and  
9 its model line, including earlier versions and similar products, due to the inadequate and improper warnings  
10 and instructions, and said design and manufacturing defects, said defendants nevertheless chose not to  
11 design, redesign or repair the subject appliance in a proper and defect free manner, properly and fully recall  
12 the product in a timely manner, and/or adequately warn of the defects and dangers.

13 122. In addition, plaintiff is informed and believes and thereupon alleges that the aforementioned  
14 acts, omissions, and negligence by defendants were done by employees of defendants, and each of them  
15 with the advance knowledge, authorization, approval, participation or ratification of the officers, directors  
16 and/or managing agents of defendants, and each of them.

17 123. Plaintiff is informed and believes and thereupon alleges that the aforementioned acts and  
18 omissions were done by the defendants.

19 124. Plaintiff is informed and believes and thereupon alleges that information in the possession  
20 of defendants regarding the defective and dangerous condition of the subject appliance model line moved  
21 upward through the structure of management to a point where corporate policy was formulated.

22 125. Plaintiff is informed and believes and thereupon alleges that corporate policymakers and other  
23 persons who exercised discretionary authority and were authorized to make corporate policy on behalf of  
24 defendants and each of them, were in fact aware of risks to the safety of others posed by the defective and  
25 dangerous condition of the subject appliance.

26 126. Plaintiff is informed and believes and thereupon alleges that the entire corporate organization  
27 of the defendants acted negligently, in that persons in the management structure of said defendants, wherein  
28 corporate policy was formulated decided to proceed with the design, production, manufacture and marketing

1 of the subject appliance model line despite knowledge of the defective and dangerous condition of the  
2 subject appliance and the subject appliance.

3 127. Plaintiff is informed and believes and thereupon alleges that authorized persons within the  
4 corporate hierarchy of the defendants acted negligently in that corporate policymakers and other persons who  
5 exercised discretionary authority and were authorized to make corporate policy decisions on behalf of said  
6 defendants did in fact compromise consumer safety by reducing costs and/or expediting production of the  
7 subject appliance.

8 128. As a further direct and proximate result of the above-described acts by defendants plaintiff  
9 has been harmed in that she has suffered and will continue to suffer mental anguish, and severe emotional  
10 and physical distress. Said damages are in a sum in excess of the jurisdictional limit of this Court, the exact  
11 amount of which is not yet known to plaintiff, but which amount will be proved at the time of trial.

12 129. As a further direct and proximate result of the acts and omissions of defendants, plaintiff has  
13 sustained severe and permanent injuries to his health, and severe shock to his nervous system, and was  
14 caused to suffer severe physical and mental pain. Said damages are in a sum the exact amount of which is  
15 not yet known to plaintiff, but which amount will be proved at the time of trial.

16 130. As a direct, proximate, and legal result of the acts and omissions by defendants, plaintiff  
17 suffered and will continue to suffer damages in a sum in excess of the jurisdictional limit of this Court, the  
18 exact amount of which is not yet known to plaintiff, but which amount will be proved at the time of trial.

19 131. As a further direct and proximate result of the acts and omissions of defendants, plaintiff has  
20 lost earnings and will be prevented from pursuing gainful employment and/or business ventures in the future,  
21 and therefore he will suffer lost future earnings and income, and/or a diminution of his future earning  
22 capacity. Said damages are in a sum the exact amount of which is not yet known to plaintiff, but which  
23 amount will be proved at the time of trial.

24 132. As a further direct and proximate result of acts and omissions of defendants, plaintiff was  
25 required to and did employ physicians, and other medical personnel to treat and care for him, and incurred  
26 additional medical expenses for hospital bills and other incidental medical expenses.

27 133. Plaintiff is informed and believes, and thereupon alleges, that he will be required to incur  
28 additional medical and sundry expenses in the future. Said damages are in a sum the exact amount of which

1 is not yet known to plaintiff, but which amount will be proved at the time of trial.

2 134. As a further direct and proximate result of the acts and omissions of defendants, plaintiff will  
3 be prevented from pursuing gainful employment and/or business ventures in the future, and therefore will  
4 suffer lost future earnings and income, and/or a diminution of his future earning capacity. Said damages are  
5 in a sum the exact amount of which is not yet known to plaintiff, but which amount will be proved at the  
6 time of trial.

7  
8 **FIFTH CAUSE OF ACTION**

9 **Breach of Implied Warranty**

10 [Against All Defendants and DOES 1 - 100]

11 135. Plaintiff incorporates by reference, as though fully set forth herein, each and every allegation  
12 and statement contained in the foregoing paragraphs.

13 136. At all times herein mentioned, the defendants, impliedly warranted to plaintiff and the general  
14 consuming public, through print, media and television advertising and other express means, that the subject  
15 appliance and model line was of merchantable quality and was safe for its ordinary, intended, foreseeable  
16 and expected use, and that such use would not cause injuries of the nature herein-described to plaintiff. In  
17 addition, said defendants, and each of them, impliedly warranted that there was no substantial risk of  
18 electrocution in the subject appliance and/or model line.

19 137. Plaintiff is informed and believe, and thereupon allege, that at all times relevant hereto,  
20 defendants, inclusive and each of them, impliedly warranted to the consuming public that the subject  
21 appliance and model line, including all component parts, was of merchantable quality, fit for the purpose  
22 for which it was to be used, and free from design, manufacturing and/or modification defects.

23 138. Plaintiff is informed and believe, and thereupon allege, that at all times relevant hereto, the  
24 subject appliance was not of merchantable quality, fit for the purpose for which it was to be used, and/or free  
25 from design, manufacturing and/or modification defects.

26 139. Plaintiff is informed and believe, and thereupon allege, that at all times relevant hereto, the  
27 subject appliance was not of merchantable quality, fit for the purpose for which it was to be used, and/or free  
28 from reconditioning and restoring defects.



1 140. Plaintiff is informed and believes, and thereupon alleges, that at all times relevant hereto the  
2 subject appliance and model line was defectively designed and/or manufactured and imminently dangerous  
3 to users, consumers, and bystanders in that it was capable of causing, and, in fact, did cause, personal  
4 injuries to users, consumers and bystanders, while being used in a reasonably foreseeable manner, thereby  
5 rendering the subject appliance and model line unsafe and dangerous for use by users, consumers or  
6 bystanders.

7 141. Said subject appliance was not of merchantable quality and was not as warranted by said  
8 defendants, thus constituting a breach of said warranty; and as a direct, legal and proximate result of  
9 plaintiff's reliance on said warranties and the breach of said warranties, plaintiff sustained the  
10 herein-described losses and damages.

11 142. Plaintiff is informed and believes and thereupon asserts that said defendants, and each of  
12 them, received timely notice of said breach of warranties.

13 143. Plaintiff is informed and believes and thereupon asserts that said defendants, and each of  
14 them, knew or, in the exercise of reasonable care, should have known of the dangerous, defective, unfit and  
15 unsafe condition of the aforementioned subject appliance and the fact that it was not safe or suitable for its  
16 intended use, nor of merchantable, safe or operational quality.

17 144. As a direct, legal and proximate result of the breaches of warranties on the part of the  
18 defendants, the subject appliance electrocuted the plaintiff.

19 145. The aforementioned breaches of warranties of the defendants directly, legally and proximately  
20 caused injuries and losses to plaintiff as herein described.

21 146. As a direct, legal and proximate result of the breaches of warranties of all of the defendants,  
22 and the defective nature of the subject appliance, plaintiff suffered and sustained injuries, harm and losses,  
23 including loss and damage to valuable tangible items of personal property and other compensable damages  
24 within the jurisdiction of the Superior Court of California.

25 147. Due to said defects in the subject appliance, plaintiff suffered injuries and losses when the  
26 subject appliance failed to function adequately, safely, or as designed.

27 148. As a direct, legal and proximate result of the negligence, breach of implied warranty, and  
28 carelessness, on the part of the defendants, the subject appliance electrocuted the plaintiff.

1 149. The defective and dangerous design, manufacture and performance of the subject appliance  
2 and the fact that it was unsafe for its intended use and purpose when employed in a reasonable and  
3 foreseeable manner by plaintiff was known to defendants, or in the exercise of reasonable care should have  
4 been known and discovered by the defendants, and each of them. Further, the defective and dangerous  
5 condition of the subject appliance were not made known to plaintiff by defendants.

6 150. Plaintiff is informed and believes and thereupon alleges that defendants knew of the danger  
7 of serious injury or death from said subject appliance due to the defectively designed and manufactured  
8 nature of the subject appliance and said defendants consciously decided to design, manufacture, distribute  
9 and/or sell said subject appliance in its defective state without adequate warning or proper instructions to  
10 owners and users of said appliance.

11 151. Further, plaintiff is informed and believes and thereupon asserts that defendants knew or in  
12 the exercise of reasonable care should have known of the many other earlier deaths, injuries, consumer  
13 complaints and lawsuits involving substantially similar electrocution caused by the subject appliance and  
14 its model line, including earlier versions and similar products, due to the inadequate and improper warnings  
15 and instructions, and said design and manufacturing defects, and failure to warn regarding electrocution and  
16 said other defects, said defendants nevertheless chose not to design, redesign or repair the subject appliance  
17 in a proper and defect free manner, properly and fully recall the product in a timely manner, and/or  
18 adequately warn of the defects and dangers.

19 152. In addition, plaintiff is informed and believes and thereupon alleges that the aforementioned  
20 acts, omissions, and negligence by defendants, were done by employees of defendants, and each of them  
21 with the advance knowledge, authorization, approval, participation or ratification of the officers, directors  
22 and/or managing agents of defendants, and each of them.

23 153. Plaintiff is informed and believes and thereupon alleges that the aforementioned acts and  
24 omissions were done by the defendants.

25 154. Plaintiff is informed and believes and thereupon alleges that information in the possession  
26 of defendants inclusive and each of them, regarding the defective and dangerous condition of the subject  
27 appliance moved upward through the structure of management to a point where corporate policy was  
28 formulated.

1 155. Plaintiff is informed and believes and thereupon alleges that corporate policymakers and other  
2 persons who exercised discretionary authority and were authorized to make corporate policy on behalf of  
3 defendants, were in fact aware of risks to the safety of others posed by the defective and dangerous condition  
4 of the subject appliance and chose not to take any corrective action.

5 156. Plaintiff is informed and believes and thereupon alleges that the entire corporate organization  
6 of the defendants acted negligently, with malice and in conscious disregard of the rights and safety of others,  
7 in that persons in the management structure of said defendants, wherein corporate policy was formulated  
8 consciously decided to proceed with the design, production, manufacture and marketing of the subject  
9 appliance model line despite knowledge of the defective and dangerous condition of the subject appliance  
10 model.

11 157. Plaintiff is informed and believes and thereupon alleges that authorized persons within the  
12 corporate hierarchy of the defendants acted negligently, in that corporate policymakers and other persons  
13 who exercised discretionary authority and were authorized to make corporate policy decisions on behalf of  
14 said defendants did in fact compromise consumer safety by reducing costs and/or expediting production of  
15 the subject appliance.

16 158. As a further direct and proximate result of the above-described acts by defendants, plaintiff  
17 has been harmed in that he has suffered and will continue to suffer mental anguish, and severe emotional  
18 and physical distress. Said damages are in a sum in excess of the jurisdictional limit of this Court, the exact  
19 amount of which is not yet known to plaintiff, but which amount will be proved at the time of trial.

20 159. As a further direct and proximate result of the acts and omissions of defendants, plaintiff has  
21 sustained severe and permanent injuries to his health, and severe shock to his nervous system, and was  
22 caused to suffer severe physical and mental pain. Said damages are in a sum the exact amount of which is  
23 not yet known to plaintiff, but which amount will be proved at the time of trial.

24 160. As a direct, proximate, and legal result of the acts and omissions by defendants, plaintiff  
25 suffered and will continue to suffer damages in a sum in excess of the jurisdictional limit of this Court, the  
26 exact amount of which is not yet known to plaintiff, but which amount will be proved at the time of trial.

27 161. As a further direct and proximate result of the acts and omissions of defendants, plaintiff will  
28 be prevented from pursuing gainful employment and/or business ventures in the future, and therefore she will

1 suffer lost future earnings and income, and/or a diminution of his future earning capacity. Said damages are  
2 in a sum the exact amount of which is not yet known to plaintiff, but which amount will be proved at the  
3 time of trial.

4 162. As a further direct and proximate result of acts and omissions of defendants, plaintiff was  
5 required to and did employ physicians, and other medical personnel to treat and care for him, and incurred  
6 additional medical expenses for hospital bills and other incidental medical expenses.

7 163. Plaintiff is informed and believes, and thereupon alleges, that he will be required to incur  
8 additional medical and sundry expenses in the future. Said damages are in a sum the exact amount of which  
9 is not yet known to plaintiff, but which amount will be proved at the time of trial.

10 164. As a further direct and proximate result of the acts and omissions of defendants, plaintiff will  
11 be prevented from pursuing gainful employment and/or business ventures in the future, and therefore will  
12 suffer lost future earnings and income, and/or a diminution of his future earning capacity. Said damages are  
13 in a sum the exact amount of which is not yet known to plaintiff, but which amount will be proved at the  
14 time of trial.

15  
16 **WHEREFORE**, plaintiff LAURA TAYLOR, prays for judgment against the defendants as  
17 follows:

18 Against all defendants, and each of them:

19 1. For general damages incurred and suffered by plaintiff, including loss and damage to  
20 valuable tangible items of personal property and other compensable damages, in an amount exceeding  
21 the jurisdictional limits of this Court and according to proof at trial;

22 2. For special damages, in an amount exceeding the jurisdictional limits of this Court and  
23 according to proof at trial;

24 3. For costs of suit incurred herein;

25 4. For interest as provided by law;

26 5. For such other and further relief as the Court may deem just and proper.


27 6. For an award of exemplary damages, in an amount properly calculated to punish said  
28 defendants for their despicable conduct, malice and conscious disregard for the safety of others, and to



1 deter any such despicable conduct, malice and conscious disregard for the safety of others in the future.

2  
3 DATED: June 26, 2012

CARPENTER, ZUCKERMAN & ROWLEY, LLP


4  
5  
6  
7   
8 John C. Carpenter  
9 Attorneys for Plaintiff

10 DEMAND FOR JURY TRIAL

11 Plaintiff Laura Taylor, individually, hereby demands a jury trial in this action.

12  
13 DATED: June 26, 2012

CARPENTER, ZUCKERMAN & ROWLEY, LLP

14  
15  
16  
17   
18 John C. Carpenter  
19 Attorneys for Plaintiff  
20  
21  
22  
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25  
26  
27  
28



CORPORATION SERVICE COMPANY

DATE RECEIVED

OCT 12 2012

Notice of Service of Process

LAW DEPARTMENT

TV / ALL  
Transmittal Number: 10423889  
Date Processed: 10/11/2012

Primary Contact: Ms. Garnet Chapin  
Whirlpool Corporation  
211 Hilltop Road  
MD 2114  
St. Joseph, MI 49085

Entity:	Whirlpool Corporation Entity ID Number 2580391
Entity Served:	Whirlpool Corporation
Title of Action:	Laura Taylor vs. Whirlpool Corporation
Document(s) Type:	Summons/Complaint
Nature of Action:	Product Liability
Court/Agency:	Los Angeles County Superior Court, California
Case/Reference No:	GC049727
Jurisdiction Served:	California
Date Served on CSC:	10/11/2012
Answer or Appearance Due:	30 Days
Originally Served On:	CSC
How Served:	Personal Service
Sender Information:	John C Carpenter 310-273-1230

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**SUM. JNS**  
**(CITACION JUDICIAL)**

SUM-100

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(SOLO PARA USO DE LA CORTE)

ORIGINAL FILED

JUN 20 2012

LOS ANGELES  
SUPERIOR COURT

**NOTICE TO DEFENDANT: WHIRLPOOL CORPORATION**, a business  
**(AVISO AL DEMANDADO):** entity of unknown form; **MAYTAG**  
**CORPORATION**, a business entity of unknown form; **MAYTAG SALES, INC.**,  
a business entity of unknown form; **BEST BUY CO., INC.**, a business entity of  
unknown form; **BEST BUY**, a business entity of unknown form; and **DOES 1**  
through 100, inclusive

**YOU ARE BEING SUED BY PLAINTIFF: LAURA TAYLOR**, an Individual  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

CASE NUMBER:  
(Número del Caso) **GC049727**

The name and address of the court is:  
(El nombre y dirección de la corte es):

**LOS ANGELES SUPERIOR COURT - UNLIMITED**  
**300 E. Walnut Street**  
**Pasadena, CA 91101**  
**NORTHEAST DISTRICT**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

**Paul S. Zuckerman, Esq. (SBN 15539)**  
**John C. Carpenter, Esq. (SBN 155610)**  
**CARPENTER, ZUCKERMAN & ROWLEY, LLP**  
**8827 West Olympic Boulevard**  
**DATE: Beverly Hills, CA 90211**

Clerk, by **DAWN MOORE RILEY**, Deputy  
(Secretario) (Adjunto)

(Fecha) **JUN 23 2012**

**JOHN A. CLARKE**

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **WHIRLPOOL CORPORATION**

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☒ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☐ by personal delivery on (date):

Page 1 of 1



CORPORATION SERVICE COMPANY

DATE RECEIVED

OCT 12 2012

LAW DEPARTMENT

## Notice of Service of Process

null / ALL  
Transmittal Number: 10423206  
Date Processed: 10/11/2012

Primary Contact: Ms. Garnei Chapin  
Whirlpool Corporation  
211 Hilltop Road  
MD 2114  
St. Joseph, MI 49085

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Entity:	Maytag Sales, Inc. Entity ID Number 2644803
Entity Served:	Maytag Sales, Inc.
Title of Action:	Laura Taylor vs. Whirlpool Corporation
Document(s) Type:	Summons/Complaint
Nature of Action:	Product Liability
Court/Agency:	Los Angeles County Superior Court, California
Case/Reference No:	GC049727
Jurisdiction Served:	California
Date Served on CSC:	10/11/2012
Answer or Appearance Due:	30 Days
Originally Served On:	CSC
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Sender Information:	John C Carpenter 310-273-1230

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**SUM. JNS**  
**(CITACION JUDICIAL)**

SUM-100

**NOTICE TO DEFENDANT: WHIRLPOOL CORPORATION**, a business  
**(AVISO AL DEMANDADO):** entity of unknown form; **MAYTAG CORPORATION**, a business entity of unknown form; **MAYTAG SALES, INC.**, a business entity of unknown form; **BEST BUY CO., INC.**, a business entity of unknown form; **BEST BUY**, a business entity of unknown form; and **DOES 1** through 100, inclusive

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ORIGINAL FILED

JUN 23 2012

LOS ANGELES  
SUPERIOR COURT

**YOU ARE BEING SUED BY PLAINTIFF: LAURA TAYLOR**, an Individual  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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The name and address of the court is:  
(El nombre y dirección de la corte es):

LOS ANGELES SUPERIOR COURT - UNLIMITED  
300 E. Walnut Street  
Pasadena, CA 91101  
NORTHEAST DISTRICT

CASE NUMBER:  
(Número del Caso) **G C 0 4 9 7 2 7**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
**Paul S. Zuckerman, Esq. (SBN 15539)**  
**John C. Carpenter, Esq. (SBN 155610)**  
**CARPENTER, ZUCKERMAN & ROWLEY, LLP**  
8827 West Olympic Boulevard  
DATE: Beverly Hills, CA 90211

(310) 273-1230

(Fecha)

**JUN 23 2012**

**JOHN A. CLARKE**

Clerk, by  
(Secretario)

**DAWN MOORE RILEY**

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.

2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **MAYTAG SALES, INC.**

under: ☒ CCP 416.10 (corporation)

☒ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

Page 1 of 1



CORPORATION SERVICE COMPANY®

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LAW DEPARTMENT

## Notice of Service of Process

null / ALL  
Transmittal Number: 10423345  
Date Processed: 10/11/2012

Primary Contact: Ms. Garnet Chapin  
Whirlpool Corporation  
211 Hilltop Road  
MD 2114  
St. Joseph, MI 49085

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Entity:	Maytag Corporation Entity ID Number 2580392
Entity Served:	Maytag Corporation
Title of Action:	Laura Taylor vs. Whirlpool Corporation
Document(s) Type:	Summons/Complaint
Nature of Action:	Product Liability
Court/Agency:	Los Angeles County Superior Court, California
Case/Reference No:	GC049727
Jurisdiction Served:	California
Date Served on CSC:	10/11/2012
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**SUM. JNS**  
**(CITACION JUDICIAL)**

SUM-100

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

JUN 20 2012

SUPERIOR COURT

**NOTICE TO DEFENDANT: WHIRLPOOL CORPORATION**, a business  
**(AVISO AL DEMANDADO):** entity of unknown form; **MAYTAG**  
**CORPORATION**, a business entity of unknown form; **MAYTAG SALES, INC.**,  
a business entity of unknown form; **BEST BUY CO., INC.**, a business entity of  
unknown form; **BEST BUY**, a business entity of unknown form; and **DOES 1**  
through 100, inclusive

**YOU ARE BEING SUED BY PLAINTIFF: LAURA TAYLOR**, an Individual  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

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**LOS ANGELES SUPERIOR COURT - UNLIMITED**

**300 E. Walnut Street**

**Pasadena, CA 91101**

**NORTHEAST DISTRICT**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

**Paul S. Zuckerman, Esq. (SBN 15539)**

**(310) 273-1230**

**John C. Carpenter, Esq. (SBN 155610)**

**CARPENTER, ZUCKERMAN & ROWLEY, LLP**

**8827 West Olympic Boulevard**

**DATE: Beverly Hills, CA 90211**

(Fecha)

**JUN 28 2012**

**JOHN A. CLARKE**

Clerk, by

**DAWN MOORE RILEY**

Deputy

(Secretario)

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

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**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.

2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **MAYTAG CORPORATION**

Under: ☒ CCP 416.10 (corporation)

☒ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

Page 1 of 1



John C. Carpenter – State Bar No. 155610  
CARPENTER, ZUCKERMAN & ROWLEY, LLP  
8827 W. Olympic Boulevard  
Beverly Hills, California 90211  
Tel.: (310) 273-1230 / Fax: (310) 858-1063

Attorneys for Plaintiff,  
Laura Taylor

ORIGINAL FILED  
JUN 28 2012  
SUPERIOR COURT

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES – NORTHEAST DISTRICT

LAURA TAYLOR,

Plaintiff,

vs.

WHIRLPOOL CORPORATION, a business  
entity of unknown form; MAYTAG  
CORPORATION, a business entity of unknown  
form; MAYTAG SALES, INC., a business  
entity of unknown form; BEST BUY CO., INC.,  
a business entity of unknown form; BEST BUY,  
a business entity of unknown form; and DOES 1  
through 100, inclusive,

Defendants.

Case No.:

G C 0 4 9 7 2 7

COMPLAINT FOR DAMAGES

1. FRAUDULENT CONCEALMENT
2. NEGLIGENCE
3. STRICT PRODUCTS LIABILITY
4. BREACH OF EXPRESS WARRANTY
5. BREACH OF IMPLIED WARRANTY

[DEMAND FOR JURY TRIAL]

COMES NOW the plaintiff LAURA TAYLOR for causes of action against the defendants, and each of them, including DOES 1 through 100, inclusive, and each of them, complains and alleges as follows:

JURISDICTION

This Court has jurisdiction over the within action upon the grounds that this matter includes claims of strict products liability; the subject incident collision occurred within the County of Los Angeles; all of plaintiff's personal injuries, harm, losses and other damages alleged herein were incurred, suffered and took place in the County of Los Angeles, State of California; multiple defendants are

-1-  
COMPLAINT FOR DAMAGES

EXHIBIT B PAGE 39

1 located herein; at all times relevant hereto several of the defendants were conducting business in the  
2 County of Los Angeles; and the relief prayed for lies outside the jurisdiction of a court of inferior  
3 jurisdiction.

4  
5 PARTIES

6 1. Plaintiff LAURA TAYLOR is, and at all times relevant hereto was, a resident of the  
7 County of Los Angeles in the State of California.

8 2. Defendant WHIRLPOOL CORPORATION is a business entity of unknown form which  
9 was and is authorized to do business within the State of California, and was and is engaged in the  
10 business of deriving profit from designing, manufacturing, warning, advertising, promoting, installing,  
11 servicing, and importing home appliances for sale within the County of Los Angeles, California.

12 3. Defendant MAYTGAG CORPORATION is a business entity of unknown form which  
13 was and is authorized to do business within the State of California, and was and is engaged in the  
14 business of deriving profit from designing, manufacturing, warning, advertising, promoting, installing,  
15 servicing, and importing home appliances for sale within the County of Los Angeles, California.

16 4. Defendant MAYTGAG SALES, INC. is a business entity of unknown form which  
17 was and is authorized to do business within the State of California, and was and is engaged in the  
18 business of deriving profit from designing, manufacturing, warning, advertising, promoting, installing,  
19 servicing, and importing home appliances for sale within the County of Los Angeles, California.

20 5. Defendant BEST BUY CO., INC. is a business entity of unknown form which  
21 was and is authorized to do business within the State of California, and was and is engaged in the  
22 business of deriving profit from designing, manufacturing, warning, advertising, promoting, installing,  
23 servicing, and importing home appliances for sale within the County of Los Angeles, California.

24 6. Defendant BEST BUY is a business entity of unknown form which  
25 was and is authorized to do business within the State of California, and was and is engaged in the  
26 business of deriving profit from designing, manufacturing, warning, advertising, promoting, installing,  
27 servicing, and importing home appliances for sale within the County of Los Angeles, California.

28 7. Defendant DOE 1 is a natural person residing and domiciled in the County of Los

1 Angeles, State of California who installed the home appliances which are the subject of this litigation.

2 8. The true names and/or capacities, whether individual, corporate, associate or otherwise of  
3 the defendants DOES 2 through 100, inclusive, and each of them, are unknown to plaintiff who therefore  
4 sue said defendants by such fictitious names. Plaintiff is informed and believes and thereon alleges that  
5 each of these defendants fictitiously named herein as a DOE is legally responsible, negligent or in some  
6 other actionable manner liable for the events and happenings hereinafter referred to, and proximately and  
7 legally caused the injuries to plaintiff as hereinafter alleged. Plaintiff will seek leave of the Court to  
8 amend this Complaint to insert the true names and/or capacities of such fictitiously-named defendants  
9 when the same has been ascertained.

10 9. Defendants WHIRLPOOL CORPORATION, MAYTAG CORPORATION, MAYTAG  
11 SALES, INC., BEST BUY CO., INC., BEST BUY, DOES 1 through 100 are collectively referred to  
12 herein as "Defendants."

13  
14 GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

15 10. Plaintiff Laura Taylor purchased a washing machine and dryer at a retail store which is  
16 located at or near Pasadena, California. Said retail store was owned, operated, managed, and controlled  
17 by the defendants. Plaintiff hired the defendants to install and service the washing machine and dryer at  
18 her home which is located at or near Alta Dena, California.

19 11. The defendants failed to competently and correctly install and service the home  
20 appliances as on the power source to the dryer, the defendants, without limitation, routed the neutral wire  
21 above the brass strap, as opposed to below the brass strap.

22 12. After the installation and service of the washing machine and dryer, the defendants  
23 released the home appliances to the plaintiff with the representation that said machines had been  
24 properly inspected, maintained, and repaired and therefore, considered safe to operate in all foreseeable  
25 manners and circumstances.

26 13. On or about July 5, 2012, plaintiff touched the dryer and was electrocuted sustaining,  
27 without limitation, a loss of consciousness, parathesia, trigeminal neuralgia, TMJ pain,  
28 hemihypoesthesia, cervical and lumbar radiculopathy, shoulder pain, knee pain, and problems with

1 memory, concentration, speech fluency, sleeping, appetite, and libido.

2 14. Defendants sold and/or delivered plaintiff the household appliance containing defective  
3 parts that caused the electrocution and resulting damages and the defects have been concealed from the  
4 plaintiff causing injuries and damages as alleged in more detail herein.

5 15. The aforesaid events and resulting injuries and damages to Plaintiff were caused by the  
6 defective household appliance, including its design, warning, manufacture, marketing, service,  
7 inspection, installation, distribution, and sale. At no time prior to the household appliance's electrocution  
8 event did Defendants provide any warning regarding the dangerous propensities within the household  
9 appliance. At no time prior to the appliance's electrocution event on July 5, 2010, did the appliance  
10 include a fail-safe device to prevent such electrocution events, although such a feasible alternate design  
11 was available and had been used by other manufacturers.

12 16. Defendants misleadingly promised safety and trust, while at the same time purposely  
13 concealing evidence of defects in its household appliances from the public, and hiding its own  
14 knowledge of an alarming number of incidents of electrocution events, deaths, and injuries.

15 17. In the decades prior to this incident, Defendants continuously and consistently promised  
16 safety for their appliances, and repeatedly promised a brand of "trust" to prospective purchasers of their  
17 appliances. The Defendants continuously denied any problems with their appliances, while during that  
18 same time period the Defendants received reports of similar electrocution events.

19 18. The defendant's household appliances were defective in design due to an inadequate fault  
20 detection system.

21 19. Further, the absence of an electrocution override system by itself renders the appliances  
22 defective and unreasonably dangerous, and the appliances do not perform as safely as an ordinary  
23 consumer would expect. Despite the feasibility and availability of an override system, Defendants  
24 negligently and recklessly failed to an override system in its appliances.

25 20. Plaintiff was, at all times relevant, ignorant of the existence of the defects described  
26 above and, knowing this, the defendants continued to broadly disseminate statements about the safety  
27 and reliability of the subject appliance, while denying the existence of the defects.

28 21. The defendants' fraudulent concealment scheme includes, but is not limited to, intentionally



1 covering up and refusing to publicly disclose critical internal memoranda, design plans, studies, Notices of  
2 Action, Problem Detail Reports and other reports of failure and injury. Through such acts of fraudulent  
3 concealment, the defendants were able to actively conceal from the public for years the truth about the  
4 existence of the dangerous electrocution causing defects in their products, thereby tolling the running of any  
5 applicable statute of limitations.

6 22. Any applicable statutes of limitation have been equitably tolled by the defendants'  
7 affirmative acts of fraud, fraudulent concealment, suppression and denial of the true facts regarding the  
8 existence of the defective electrocuting parts of their appliances.

9 23. The defendants are estopped from relying on any statutes of limitation because of their  
10 fraudulent concealment and misrepresentations of the true facts concerning the dangerously defective  
11 product.

12 24. Plaintiff is informed and believes, and thereupon alleges, that at all times relevant and  
13 mentioned herein, Defendants, and each of them, were at all times material hereto acting within the  
14 authorized course, scope and purpose of said agency and employment and that all of said acts were  
15 subsequently performed with the knowledge, acquiescence, ratification and consent of the respective  
16 principals, and the benefits thereof accepted by said principals.

17 25. Plaintiff is informed and believes and thereon alleges that at all times mentioned herein,  
18 defendants, and each of them, including DOES 1 through 100, inclusive, were the agents, servants,  
19 employees and/or joint venturers of their co-defendants, and were, as such, acting within the course, scope  
20 and authority of said agency, employment and/or venture and that each and every defendant, as aforesaid,  
21 when acting as a principal, was negligent in the selection and hiring of each and every other defendant as  
22 an agent, employee and/or joint venturer.

23 26. Plaintiff is informed and believes, and thereupon alleges that all of the acts, conduct, and  
24 nonfeasance herein carried out by each and every representative, employee or agent of each and every  
25 corporate or business defendant, were authorized, ordered, and directed by the respective defendant's  
26 corporate or business employers, officers, directors and/or managing agents; that in addition thereto, said  
27 corporate or business employers, officers, directors and/or managing agents had advance knowledge of,  
28 authorized, and participated in the herein described acts, conduct and nonfeasance of their representatives,

1 employees, agents and each of them; and that in addition thereto, upon the completion of the aforesaid acts,  
2 conduct and nonfeasance of the employees and agents, the aforesaid corporate and business employers,  
3 officers, directors and/or managing agents respectively ratified, accepted the benefits of, condoned and  
4 approved of each and all of said acts, conduct or nonfeasance of their co-employees, employers, and agents.

5 27. In addition, at all times herein relevant, each defendant, whether named herein or designated  
6 as a DOE, was a principal, master, employer and joint venturer of every other defendant, and every  
7 defendant was acting within the scope of said agency authority, employment and joint venture.

8 28. As a direct and proximate result of defects in the appliance and the wrongful conduct,  
9 acts, omissions, and fraudulent misrepresentations of Defendants, Plaintiff suffered significant harm,  
10 conscious pain and suffering, physical injury and bodily impairment resulting permanent physical  
11 deficits, permanent impairment and other sequelae likely to continue manifesting in the future.

12 29. As a further direct and proximate result of defects in the appliance and the wrongful  
13 conduct, acts, omissions, and fraudulent misrepresentations of Defendants, Plaintiff has also incurred  
14 medical expenses and other economic harm including loss of earnings, and lost earning capacity, and  
15 will continue to incur expenses and loss of earnings in the future, as a direct and proximate result of the  
16 injuries alleged herein as a result of the use of the appliance.

17 30. As a further direct and proximate result of defects in the appliance and the wrongful  
18 conduct, acts, omissions, and fraudulent misrepresentations of Defendants, Plaintiff has required medical  
19 treatment, and will continue to require reasonable and necessary health care, attention and services, and  
20 Plaintiff has incurred, and continues to incur, medical, incidental, and service expenses pertaining to the  
21 injuries. As a further direct and proximate result of the acts and omissions of defendants, plaintiff has  
22 suffered a loss of earnings will be prevented from pursuing gainful employment and/or business ventures  
23 in the future, and therefore he will suffer lost future earnings and income, and/or a diminution of his  
24 future earning capacity. Said damages are in a sum the exact amount of which is not yet known to  
25 plaintiff, but which amount will be proved at the time of trial. As a further direct and proximate result of  
26 the above-described despicable acts by defendants, plaintiff has been harmed in that he has suffered and  
27 will continue to suffer mental anguish, and severe emotional and physical distress. Said damages are in  
28 a sum in excess of the jurisdictional limit of this Court, the exact amount of which is not yet known to

1 plaintiff, but which amount will be proved at the time of trial.

2 31. The acts, conduct, and omissions of Defendants, and each of them, as alleged throughout  
3 this Complaint were fraudulent, wilful and malicious and were done with a conscious disregard for the  
4 rights of the Plaintiff and users of the similar appliances and for the primary purpose of increasing  
5 Defendants' profits from their sale and distribution. Defendants' outrageous and unconscionable conduct  
6 warrants an award of exemplary and punitive damages against each Defendant in an amount appropriate  
7 to punish and make an example of each Defendant. Prior to the manufacturing, sale and distribution of  
8 the appliance, Defendants and each of them knew that said products were in a defective condition as  
9 previously described herein and knew that those who purchased or used such appliances would  
10 experience and did experience severe physical, mental, and emotional injuries. Further, Defendants and  
11 each of them through their officers, directors, managers, and agents, had knowledge that the subject  
12 appliance presented a substantial and unreasonable risk of harm to the public, and as such, were  
13 unreasonably subjected to risk of injury or death. Despite such knowledge, Defendants, and each of  
14 them, acting through their officers, directors and managing agents for the purpose of enhancing  
15 Defendant's profits, knowingly and deliberately failed to remedy the known defects in the product and  
16 failed to warn the public, including Plaintiff, of the extreme risk of injury occasioned by said defects  
17 inherent in the product. Defendants and their individual agents, officers, and directors intentionally  
18 proceeded with the manufacturing, sale, and distribution and marketing of the subject appliance knowing  
19 persons would be exposed to serious danger in order to advance Defendants' own pecuniary interest and  
20 monetary profits. Defendants' conduct was fraudulent, despicable, and so contemptible that it would be  
21 looked down upon and despised by ordinary decent people, and was carried on by Defendants with  
22 wilful and conscious disregard for the safety of Plaintiff, entitling Plaintiff to exemplary damages.

23  
24  
25 **FIRST CAUSE OF ACTION**

26 **Fraudulent Concealment**

27 [Against All Defendants and DOES 1 - 100]

28 32. Plaintiff incorporates by reference, as though fully set forth herein, each and every

1 allegation and statement contained in the foregoing paragraphs.

2 32. As alleged herein, Defendants and each of them, knew that certain of the appliances it  
3 designed, manufactured, marketed, installed, serviced distributed, and sold in the State of California  
4 contained defects in the causing users to become electrocuted and, at all times relevant, Defendants  
5 concealed and suppressed this material fact from Plaintiff.

6 33. At all times relevant, Defendants and each of them, had exclusive and superior  
7 knowledge of the defects and concealed, suppressed and failed to disclose the true facts to Plaintiff who,  
8 at all times relevant, was ignorant of and was unaware of the existence and nature of the defects. The  
9 defendants therefore had a duty to disclose the nature and existence of the defects before and after the  
10 appliance was purchased. Had the defendants disclosed the whole truth about the existence and nature of  
11 the defects, Plaintiff would have not purchased the appliance.

12 34. As alleged herein, the defendants and each of them, made repeated statements to  
13 Plaintiff, touting the safety and reliability of the subject appliance. These statements were untrue as the  
14 appliances were defective and dangerous.

15 35. At all times relevant, the defendants and each of them, intentionally concealed and  
16 suppressed the nature and extent of the defects with the intent to defraud Plaintiff.

17 36. Plaintiff was at all times relevant, unaware and ignorant of the nature and existence of the  
18 defects in the subject appliance.

19 37. At all times relevant, defendants and each of them, purposefully and intentionally  
20 devised its scheme of concealment and suppression of the true facts concerning the existence and nature  
21 of the defects.

22 38. As a direct and proximate result of defects in the appliance and the wrongful conduct,  
23 acts, omissions, and fraudulent misrepresentations of the defendants, Plaintiff suffered the injuries and  
24 damages as alleged herein.

25  
26 **SECOND CAUSE OF ACTION**

27 **Negligence**

28 [Against All Defendants and DOES ] – 100]



1           39. Plaintiff incorporates by reference, as though fully set forth herein, each and every allegation  
2 and statement contained in the foregoing paragraphs.

3           40. Plaintiff Laura Taylor purchased the subject appliance at the retail store owned, operated  
4 and controlled by the defendants.

5           41. As stated above, the appliance was installed and serviced by the defendants in the  
6 plaintiff's home.

7           42. Plaintiff is informed and believes, and thereupon alleges that the defendants failed to  
8 competently and correctly perform the installation and servicing of the appliance.

9           43. After the installation and servicing, the defendants released the appliance to plaintiff with the  
10 representation that said appliance had been properly inspected, maintained, installed, serviced, and repaired  
11 and therefore, considered safe to operate in all foreseeable manners and circumstances.

12           44. On or about July 5, 2010, plaintiff was electrocuted when she touched the appliance.

13           44. Plaintiff is informed and believes, and thereupon alleges that the defendants, knowingly failed  
14 to competently and correctly perform the above-referenced installation, service, repair, and maintenance.

15           45. Plaintiff is informed and believes, and thereupon alleges, that at all times relevant hereto,  
16 defendants were engaged in the business of manufacturing, fabricating, designing, assembling, distributing,  
17 buying, selling, leasing, placing into the stream of commerce, labeling, inspecting, testing, analyzing,  
18 servicing, repairing, marketing, promoting, warranting, analyzing, maintaining, controlling, installing,  
19 fitting, entrusting, managing, advertising, supervising the use of, making representations about and/or  
20 warning of defects in, or dangers associated with the use of, the subject household appliance and its model  
21 lines, including all component parts, and had a duty to manufacture, fabricate, design, assemble, distribute,  
22 buy, sell, install, maintain, inspect, test analyze, service, repair, market, warrant, maintain, control, install,  
23 fit, entrust, manage, advertise, supervise the use of, make representations about and/or warning of defects  
24 in, or dangers associated with the use of the appliance and its model line, including all component parts, in  
25 a reasonable manner, which said defendants knew, or in the exercise of reasonable care should have known,  
26 would be used without inspection for defects and dangers.

27           46. Plaintiff is informed and believes, and thereupon alleges that the electrocuting mechanism  
28 of the subject appliance and all other appliances in the model line were and are substantially similar in

1 design and manufacture.

2 47. Plaintiff is informed and believes, and thereupon alleges, that at all times relevant hereto,  
3 defendants and each of them, including their employees, agents, directors, officers, stockholders, partners  
4 and associates, had a legal duty to adequately and properly manage and operate their business and their  
5 manufacturing, servicing, installation, distribution, and retail operations; to adequately and properly train  
6 and supervise their employees and agents, including their designers, installers, servicers, inspectors, quality  
7 control agents and other manufacturing, testing, distribution and delivery personnel; and to act without  
8 negligence, or other wrongful conduct.

9 48. Plaintiff is informed and believes, and thereupon alleges, that at all times relevant hereto,  
10 defendants and each of them, breached their above-mentioned duties by negligently, recklessly, and/or  
11 carelessly manufacturing, fabricating, designing, assembling, distributing, buying, selling, inspecting,  
12 testing, analyzing, servicing, repairing, marketing, warranting, maintaining, controlling, installing,  
13 fitting, entrusting, managing, advertising, supervising the use of, making representations about and/or  
14 warning of defects in, or dangers associated with the use of, the subject appliance, including all  
15 component parts, thereby rendering the subject appliance unsafe and dangerous for use by users,  
16 consumers, and bystanders, which proximately caused the injuries and damages to plaintiff as alleged  
17 herein.

18 51. Said failures by the aforementioned defendants, including the defendant designers,  
19 manufacturers, installers, servicers, distributors and retailers constituted a breach of the aforementioned  
20 duties that in a foreseeable manner, legally and proximately caused the serious and permanent injuries  
21 and other damage to plaintiff herein asserted.

22 51. In addition, defendants and each of them, negligently and carelessly sold, designed,  
23 manufactured, fabricated, distributed, retailed, wholesaled, recommended, tested, modified, controlled,  
24 advertised, created, processed, prepared, constructed, packaged, utilized, provided, warranted, repaired,  
25 maintained, marketed, bought, leased, rented, vended, installed, handled, labeled, compounded,  
26 promoted, furnished, analyzed, inspected, supplied, and place into the stream of commerce, the  
27 aforementioned subject appliance including, but not limited to, its component parts, ingredients,  
28 packaging, attachments, associated warnings, and constituents thereof, and lack of the same. Said

1 negligence included, but was not limited to, supplying inadequate and improper on-product and other  
2 warnings and instructions regarding the defects and dangerous propensities of the aforementioned  
3 subject appliance.

4 53. Plaintiff is informed and believes and thereupon alleges that defendants and each of them,  
5 as asserted above, negligently and carelessly failed to inform purchasers and users of said subject  
6 appliance and others, including plaintiff that the aforementioned subject appliance was defective and  
7 unsafe, and prone to electrocution of users, due to the aforementioned defects.

8 54. Plaintiff is informed and believes and thereupon alleges that defendants and each of them,  
9 in conducting their business, and in selling, designing, manufacturing, fabricating, distributing, retailing,  
10 wholesaling, recommending, testing, modifying, controlling, advertising, creating, processing, preparing,  
11 constructing, packaging, utilizing, providing, warranting, repairing, maintaining, marketing, leasing,  
12 renting, vending, installing, handling, labeling, promoting, advertising, furnishing, analyzing, inspecting,  
13 supplying, and placing into the stream of commerce the aforementioned subject appliance, either lacked  
14 or failed to use the knowledge and skill ordinarily possessed by similarly-situated persons, companies,  
15 designers, manufacturers, testers, assemblers, inspectors, installers, servicers, distributors, retailers and  
16 suppliers of such products.

17 55. To the detriment of the health and safety of its consumers, defendants and each of them,  
18 ignored complaints and notices about the dangerously defective appliance.

19 56. As herein asserted, plaintiff touched the defective appliance when it electrocuted her and  
20 thereby legally and proximately caused her injuries and damages. Due to said defects in the subject  
21 appliance, plaintiff suffered injuries as set forth above.

22 57. The defective and dangerous design, manufacture and performance of the subject  
23 appliance and the fact that it was unsafe for its intended use and purpose when employed in a reasonable  
24 and foreseeable manner by plaintiff was known to defendants and each of them, or in the exercise of  
25 reasonable care should have been known and discovered by the defendants, and each of them. Further,  
26 the defective and dangerous condition of the subject appliance were not made known to plaintiff by  
27 defendants and each of them.

28 58. Plaintiff is informed and believes and thereupon alleges that defendants and each of them,



1 knew of the risk of serious injury or death from said subject appliance due to the defectively designed  
2 and manufactured nature of the subject appliance and said defendants consciously decided to design,  
3 manufacture, distribute and/or sell said subject appliance in its defective state without adequate warning  
4 or proper instructions to owners and users of said appliance in order to save money, increase profits and  
5 prevent loss of sales. These despicable acts by said defendants were done to deliberately prevent the  
6 general public from becoming aware that the appliance was and continues to be unsafe, dangerous and  
7 defective.

8 59. Further, plaintiff is informed and believes and thereupon asserts that defendants and each  
9 of them, knew or in the exercise of reasonable care should have known of the many other earlier deaths,  
10 injuries, consumer complaints and lawsuits involving substantially similar electrocution caused by  
11 defects in the subject appliance model line, including earlier versions and similar products, due to the  
12 inadequate and improper warnings and instructions, and said design and manufacturing defects, and  
13 failure to warn of the defects, in conscious disregard to the rights and safety of others, including plaintiff  
14 herein, said defendants chose not to design, redesign or repair the subject appliance in a proper and  
15 defect free manner, properly and fully recall the product in a timely manner, and/or adequately warn of  
16 the defects and dangers.

17 60. In addition, plaintiff is informed and believes and thereupon alleges that the aforementioned  
18 acts, omissions, negligence, malfeasance, nonfeasance, despicable conduct, and conscious disregard by  
19 defendants and each of them, were done by employees of defendants, and each of them with the advance  
20 knowledge, authorization, approval, participation or ratification of the officers, directors and/or managing  
21 agents of defendants, and each of them.

22 61. Plaintiff is informed and believes and thereupon alleges that the aforementioned acts,  
23 omissions, despicable conduct and malfeasance were done by the defendants and each of them,

24 62. Plaintiff is informed and believes and thereupon alleges that information in the possession  
25 of defendants and each of them, regarding the defective and dangerous condition of the defective appliance  
26 moved upward through the structure of management to a point where corporate policy was formulated.

27 63. Plaintiff is informed and believes and thereupon alleges that corporate policymakers and  
28 other persons who exercised discretionary authority and were authorized to make corporate policy on



1 behalf of defendants and each of them, were in fact aware of risks to the safety of others posed by the  
2 defective and dangerous condition of the subject appliance, including but not limited to the defective  
3 electrocution causing mechanism, and chose not to take any corrective action.

4 64. Plaintiff is informed and believes and thereupon alleges that the entire corporate organization  
5 of the defendants and each of them, acted despicably, with malice and in willful and conscious disregard of  
6 the rights and safety of others, in that persons in the management structure of said defendants decided to  
7 proceed with the design, production, manufacture and marketing of the appliance despite knowledge of the  
8 defective and dangerous condition of the said appliance.

9 65. Plaintiff is informed and believes and thereupon alleges that authorized persons within  
10 the corporate hierarchy of the defendants acted despicably, with malice and in willful and conscious  
11 disregard of the rights and safety of others, in that corporate policymakers and other persons who  
12 exercised discretionary authority and were authorized to make corporate policy decisions on behalf of  
13 said defendants did in fact compromise consumer safety by reducing costs and/or expediting production  
14 of the appliance in willful and conscious disregard of consumer safety.

15 66. As a direct, legal and proximate result of the negligence, carelessness, malice, and  
16 conscious disregard for the rights and safety of others and despicable conduct on the part of the  
17 defendants, the appliance electrocuted the plaintiff and caused injuries and losses to plaintiff.

18 67. The aforementioned negligence, carelessness, malice, conscious disregard for the safety  
19 of others and despicable conduct of the defendants directly, legally and proximately caused injuries that  
20 resulted in the injuries and losses to plaintiff as herein described.

21 68. As a further direct and proximate result of the above-described acts by defendants,  
22 plaintiff has been harmed in that he has suffered and will continue to suffer mental anguish, and severe  
23 emotional and physical distress. Said damages are in a sum in excess of the jurisdictional limit of this  
24 Court, the exact amount of which is not yet known to plaintiff, but which amount will be proved at the  
25 time of trial.

26 69. As a further direct and proximate result of the acts and omissions of defendants, plaintiff  
27 has sustained severe and permanent injuries to his health, and severe shock to her nervous system, and  
28 was caused to suffer severe physical and mental pain. Said damages are in a sum the exact amount of

1 which is not yet known to plaintiff, but which amount will be proved at the time of trial.

2 70. As a direct, proximate, and legal result of the acts and omissions by defendants, plaintiff  
3 suffered and will continue to suffer damages in a sum in excess of the jurisdictional limit of this Court,  
4 the exact amount of which is not yet known to plaintiff, but which amount will be proved at the time of  
5 trial.

6 71. As a further direct and proximate result of acts and omissions of defendants, plaintiff was  
7 required to and did employ physicians, and other medical personnel to treat and care for them, and  
8 incurred additional medical expenses for hospital bills and other incidental medical expenses. Plaintiff  
9 is informed and believe, and thereupon alleges, that he will be required to incur additional medical and  
10 sundry expenses in the future. Said damages are in a sum the exact amount of which is not yet known to  
11 plaintiff, but which amount will be proved at the time of trial.

12 72. As a further direct and proximate result of the acts and omissions of defendants, plaintiff has  
13 suffered a loss of earnings will be prevented from pursuing gainful employment and/or business ventures in  
14 the future, and therefore he will suffer lost future earnings and income, and/or a diminution of his future  
15 earning capacity. Said damages are in a sum the exact amount of which is not yet known to plaintiff, but  
16 which amount will be proved at the time of trial.

17 73. Plaintiff further asserts that the aforementioned despicable conduct, malice and conscious  
18 disregard for the safety of others by defendants and the pecuniary losses, personal injuries and other  
19 damages thereby incurred and suffered by plaintiff, justifies an award of exemplary damages against said  
20 defendants and in favor of the plaintiff in an amount properly calculated to punish said defendants for  
21 their malice, conscious disregard for the safety of others and despicable conduct, and to deter any such  
22 malice, conscious disregard for the safety of others and despicable conduct in the future.

23  
24 **THIRD CAUSE OF ACTION**

25 **Strict Products Liability**

26 {Against All Defendants and DOES 1 - 100}

27 74. Plaintiff incorporates by reference, as though fully set forth herein, each and every allegation  
28 and statement contained in the foregoing paragraphs.

1           75. Plaintiff is informed and believes, and thereon alleges, that the aforementioned subject  
2 appliance and its component parts and constituents thereof, or lack of same, were defectively designed,  
3 manufactured, fabricated, distributed, sold, retailed, wholesaled, recommended, tested, modified,  
4 controlled, advertised, created, processed, prepared, constructed, packaged, utilized, provided,  
5 warranted, repaired, maintained, marketed, leased, rented, vended, installed, handled, labeled, promoted,  
6 furnished, analyzed, inspected, supplied, warned, and placed into the stream of commerce by defendants.

7           76. Defendants designed, manufactured, distributed and sold the subject appliance and  
8 placed the subject appliance into the stream of commerce knowing that the subject appliance would be  
9 used in its intended manner.

10           77. At the time of the aforesaid events, the subject appliance which was being used in a  
11 reasonably foreseeable manner, failed to perform as safely as an ordinary consumer would have  
12 expected, failed to conform with its manufacturing specifications, failed to contain adequate warnings,  
13 and its design was a substantial factor in causing injuries.

14           78. As a direct and proximate result of defects in the subject appliance and the wrongful  
15 conduct, acts, omissions, and fraudulent misrepresentations of defendants, Plaintiff suffered the injuries  
16 and damages as alleged herein.

17           79. Defendants manufactured, fabricated, designed, assembled, marketed, warranted,  
18 controlled, entrusted, managed, maintained, advertised, installed, serviced, inspected, maintained,  
19 repaired, and/or otherwise placed in the stream of commerce the subject appliance and model line,  
20 including all component parts thereof, which contained design and/or manufacturing defects and/or  
21 improper, defective, and dangerous and/or dangerously constructed that were capable of causing, and did  
22 cause, personal injuries to the users, consumers, and bystanders thereof, while being used in a reasonably  
23 foreseeable manner, thereby rendering the subject appliance and model line unsafe and dangerous for use  
24 by such users, consumers, and bystanders.

25           80. Plaintiff is informed and believes, and thereupon alleges, that at all times relevant hereto,  
26 the subject appliance and model line, including all or some component parts was defective when placed  
27 in the stream of commerce by defendants and was of such a nature that the defects would not be  
28 discovered in the normal course of inspection and/or use by users or consumers of the subject appliance

1 and model line.

2 81. In addition, defendants negligently and carelessly sold, designed, manufactured,  
3 fabricated, distributed, retailed, installed, serviced, wholesaled, recommended, tested, modified,  
4 controlled, advertised, created, processed, prepared, constructed, packaged, utilized, provided,  
5 warranted, repaired, maintained, marketed, bought, leased, rented, vended, installed, handled, labeled,  
6 compounded, promoted, furnished, analyzed, inspected, supplied, and place into the stream of  
7 commerce, the aforementioned subject appliance including, but not limited to, its component parts,  
8 ingredients, packaging, attachments, associated warnings, and constituents thereof, and lack of the same.  
9 Said negligence included, but was not limited to, supplying inadequate and improper on-product and  
10 other warnings and instructions regarding the defects and dangerous propensities of the aforementioned  
11 appliance.

12 82. Plaintiff is informed and believes and thereupon alleges that defendants and each of them,  
13 as asserted above, negligently and carelessly failed to inform purchasers and users of said appliance and  
14 others, including plaintiff that the aforementioned appliance was defective and unsafe, and prone to  
15 electrocution due to the aforementioned defects.

16 83. Plaintiff is informed and believes and thereupon alleges that defendants, in conducting  
17 their business, and in selling, installing, servicing, designing, manufacturing, fabricating, distributing,  
18 retailing, wholesaling, recommending, testing, modifying, controlling, advertising, creating, processing,  
19 preparing, constructing, packaging, utilizing, providing, warranting, repairing, maintaining, marketing,  
20 leasing, renting, vending, installing, handling, labeling, promoting, advertising, furnishing, analyzing,  
21 inspecting, supplying, and placing into the stream of commerce the aforementioned appliance either  
22 lacked or failed to use the knowledge and skill ordinarily possessed by similarly-situated persons,  
23 companies, designers, manufacturers, testers, assemblers, installers, servicers, inspectors, distributors,  
24 retailers and suppliers of such products.

25 84. To the detriment of the health and safety of its consumers, defendants consciously disregarded  
26 and ignored complaints and notices about the dangerously defective appliance.

27 85. As herein asserted, plaintiff was electrocuted when she touched the subject appliance.

28 86. Due to said defects in the appliance, plaintiff suffered injuries and losses when the appliance



1 failed to function adequately and safely.

2 87. The defective and dangerous design, manufacture and performance of the appliance and the  
3 fact that it was unsafe for its intended use and purpose when employed in a reasonable and foreseeable  
4 manner by plaintiff was known to defendants or in the exercise of reasonable care should have been known  
5 and discovered by the defendants, and each of them. Further, the defective and dangerous condition of the  
6 subject appliance, were not made known to plaintiff by defendants.

7 88. Plaintiff is informed and believes and thereupon alleges that defendants knew of the danger  
8 of serious injury or death from said appliance due to the defectively designed and manufactured nature of  
9 the appliance and said defendants consciously decided to design, manufacture, distribute and/or sell said  
10 appliance in its defective state without adequate warning or proper instructions to owners and users of said  
11 appliance.

12 89. Further, plaintiff is informed and believes and thereupon asserts that defendants knew or in  
13 the exercise of reasonable care should have known of the many other earlier deaths, injuries, consumer  
14 complaints and lawsuits involving substantially similar electrocution caused by the appliance and its model  
15 line, including earlier versions and similar products, due to the inadequate and improper warnings and  
16 instructions, and said design and manufacturing defects, but in conscious disregard of the rights and safety  
17 of others, including plaintiff herein, said defendants nevertheless chose not to design, redesign or repair the  
18 appliance in a proper and defect free manner, properly and fully recall the product in a timely manner, and/or  
19 adequately warn of the defects and dangers.

20 90. In addition, plaintiff is informed and believes and thereupon alleges that the aforementioned  
21 acts, omissions, negligence, malfeasance, nonfeasance, despicable conduct, and conscious disregard by  
22 defendants were done by employees of defendants, and each of them with the advance knowledge,  
23 authorization, approval, participation or ratification of the officers, directors and/or managing agents of  
24 defendants, and each of them.

25 91. Plaintiff is informed and believes and thereupon alleges that the aforementioned acts,  
26 omissions, despicable conduct and malfeasance were done by the defendants with malice and in conscious  
27 disregard of the rights and safety of others.

28 92. Plaintiff is informed and believes and thereupon alleges that information in the possession

1 of defendants inclusive and each of them, regarding the defective and dangerous condition of the appliance,  
2 including but not limited to the electrocution risk moved upward through the structure of management to  
3 a point where corporate policy was formulated.

4 93. Plaintiff is informed and believes and thereupon alleges that corporate policymakers and other  
5 persons who exercised discretionary authority and were authorized to make corporate policy on behalf of  
6 defendants inclusive and each of them, were in fact aware of risks to the safety of others posed by the  
7 defective and dangerous condition of the appliance and chose not to take any corrective action.

8 94. Plaintiff is informed and believes and thereupon alleges that the entire corporate  
9 organization of the defendants acted despicably, with malice and in willful and conscious disregard of  
10 the rights and safety of others, in that persons in the management structure of said defendants, wherein  
11 corporate policy was formulated decided to proceed with the design, production, manufacture and  
12 marketing of the appliance model line despite knowledge of the defective and dangerous condition of  
13 the appliance.

14 95. Plaintiff is informed and believes and thereupon alleges that authorized persons within the  
15 corporate hierarchy of the defendants acted despicably, with malice and in willful and conscious disregard  
16 of the rights and safety of others, in that corporate policymakers and other persons who exercised  
17 discretionary authority and were authorized to make corporate policy decisions on behalf of said defendants  
18 did in fact compromise consumer safety by reducing costs and/or expediting production of the appliance.

19 96. As a direct, legal and proximate result of the negligence, carelessness, malice, conscious  
20 disregard for the safety of others and despicable conduct on the part of the defendants described above,  
21 the appliance caused plaintiff to be electrocuted.

22 97. The aforementioned negligence, carelessness, malice, conscious disregard for the safety of  
23 others and despicable conduct of the defendants directly, legally and proximately caused injuries that  
24 resulted in the injuries and losses to plaintiff as herein described.

25 98. As a further direct and proximate result of the above-described despicable acts by defendants,  
26 plaintiff has been harmed in that he has suffered and will continue to suffer mental anguish, and severe  
27 emotional and physical distress. Said damages are in a sum in excess of the jurisdictional limit of this Court,  
28 the exact amount of which is not yet known to plaintiff, but which amount will be proved at the time of trial.

1           99. As a further direct and proximate result of the acts and omissions of defendants, plaintiff has  
2 sustained severe and permanent injuries to her health, and severe shock to his nervous system, and was  
3 caused to suffer severe physical and mental pain. Said damages are in a sum the exact amount of which is  
4 not yet known to plaintiff, but which amount will be proved at the time of trial.

5           100. As a direct, legal and proximate result of the negligence, carelessness, malice, conscious  
6 disregard for the safety of others and despicable conduct on the part of defendants, as alleged herein, plaintiff  
7 suffered and will continue to suffer damages in a sum in excess of the jurisdictional limit of this Court, the  
8 exact amount of which is not yet known to plaintiff, but which amount will be proved at the time of trial.

9           101. As a further direct and proximate result of the acts and omissions of defendants, plaintiff has  
10 lost earnings and will be prevented from pursuing gainful employment and/or business ventures in the future,  
11 and therefore she will suffer lost future earnings and income, and/or a diminution of his future earning  
12 capacity. Said damages are in a sum the exact amount of which is not yet known to plaintiff, but which  
13 amount will be proved at the time of trial.

14           102. As a further direct and proximate result of acts and omissions of defendants, plaintiff was  
15 required to and did employ physicians, and other medical personnel to treat and care for her, and incurred  
16 additional medical expenses for hospital bills and other incidental medical expenses.

17           103. Plaintiff is informed and believes, and thereupon alleges, that he will be required to incur  
18 additional medical and sundry expenses in the future. Said damages are in a sum the exact amount of which  
19 is not yet known to plaintiff, but which amount will be proved at the time of trial.

20           104. As a further direct and proximate result of the acts and omissions of defendants, plaintiff will  
21 be prevented from pursuing gainful employment and/or business ventures in the future, and therefore will  
22 suffer lost future earnings and income, and/or a diminution of his future earning capacity. Said damages are  
23 in a sum the exact amount of which is not yet known to plaintiff, but which amount will be proved at the  
24 time of trial.

25           105. Plaintiff further asserts that the aforementioned despicable conduct, malice and conscious  
26 disregard for the safety of others by defendants and the pecuniary losses, personal injuries and other  
27 damages thereby incurred and suffered by plaintiff, justifies an award of exemplary damages against said  
28 defendants and in favor of the plaintiff in an amount properly calculated to punish said defendants for their

malice, conscious disregard for the safety of others and despicable conduct, and to deter any such malice, conscious disregard for the safety of others and despicable conduct in the future.

#### **FOURTH CAUSE OF ACTION**

##### **Breach of Express Warranty**

{Against All Defendants and DOES 1 – 100}

106. Plaintiff incorporates by reference, as though fully set forth herein, each and every allegation and statement contained in the foregoing paragraphs.

107. At all times herein mentioned, the defendants expressly warranted to plaintiff and the general consuming public, through print, media and television advertising and other express means, that the subject appliance and model line was of merchantable quality and was safe for its ordinary, intended, foreseeable and expected use, and that such use would not cause injuries of the nature herein-described to plaintiff. In addition, said defendants, and each of them, expressly warranted that there was no substantial risk of electrocution or other inherent failures or defects in said subject appliance and/or model line.

108. Plaintiff is informed and believe, and thereupon allege, that at all times relevant hereto, defendants expressly warranted to the consuming public that the subject appliance and model line, including all component parts, was of merchantable quality, fit for the purpose for which it was to be used, and free from design, manufacturing and/or modification defects.

109. Plaintiff is informed and believe, and thereupon allege, that at all times relevant hereto, the subject appliance was not of merchantable quality, fit for the purpose for which it was to be used, and/or free from design, manufacturing and/or modification defects.

110. Plaintiff is informed and believes, and thereupon alleges, that at all times relevant hereto the subject appliance and model line was defectively designed and/or manufactured and imminently dangerous to users, consumers, and bystanders in that it was capable of causing, and, in fact, did cause, personal injuries to users, consumers and bystanders, while being used in a reasonably foreseeable manner, thereby rendering the subject appliance and model line unsafe and dangerous for use by users, consumers or bystanders.



1 111. Plaintiff is informed and believes that the subject appliance was not of merchantable quality  
2 and was not as warranted by said defendants, thus constituting a breach of said warranty; and as a direct,  
3 legal and proximate result of plaintiff's reliance on said warranties and the breach of said warranties,  
4 plaintiff sustained the herein-described losses and damages.

5 112. Plaintiff is informed and believes and thereupon asserts that said defendants, and each of  
6 them, received timely notice of said breach of warranties.

7 113. Plaintiff is informed and believes and thereupon asserts that said defendants, and each of  
8 them, knew or, in the exercise of reasonable care, should have known of the dangerous, defective, unfit and  
9 unsafe condition of the aforementioned subject appliance and the fact that it was not safe or suitable for its  
10 intended use, nor of merchantable, safe or operational quality.

11 114. As a direct, legal and proximate result of the breaches of warranties on the part of the  
12 defendants, the subject appliance electrocuted the plaintiff.

13 115. The aforementioned breaches of warranties of the defendants, directly, legally and  
14 proximately caused injuries that resulted in severe and permanent injuries to plaintiff, and severe shock to  
15 her nervous system, and was caused to suffer extreme physical and mental pain.

16 116. As a direct, legal and proximate result of the breaches of warranties by defendants, and the  
17 defective nature of the subject appliance, plaintiff suffered and sustained injuries, harm and losses, including  
18 loss and damage to valuable tangible items of personal property and other compensable damages within the  
19 jurisdiction of the Superior Court of California.

20 117. As herein asserted, plaintiff was electrocuted when she touched the subject appliance.

21 118. Due to said defects in the subject appliance, plaintiff suffered injuries and losses when the  
22 subject appliance failed to function adequately, safely, or as designed.

23 119. The defective and dangerous design, manufacture, service, maintenance, installation, and  
24 performance of the subject appliance and the fact that it was unsafe for its intended use and purpose when  
25 employed in a reasonable and foreseeable manner by plaintiff was known to defendants, or in the exercise  
26 of reasonable care should have been known and discovered by the defendants, and each of them. Further,  
27 the defective and dangerous condition of the subject appliance, were not made known to plaintiff by  
28 defendants.

1           120. Plaintiff is informed and believes and thereupon alleges that defendants knew of the danger  
2 of serious injury or death from said subject appliance due to the defectively designed and manufactured  
3 nature of the subject appliance and said defendants decided to design, manufacture, install, service, distribute  
4 and/or sell said subject appliance in its defective state without adequate warning or proper instructions to  
5 owners and users of said subject appliance.

6           121. Further, plaintiff is informed and believes and thereupon asserts that defendants, knew or in  
7 the exercise of reasonable care should have known of the many other earlier deaths, injuries, consumer  
8 complaints and lawsuits involving substantially similar electrocution caused by the subject appliance and  
9 its model line, including earlier versions and similar products, due to the inadequate and improper warnings  
10 and instructions, and said design and manufacturing defects, said defendants nevertheless chose not to  
11 design, redesign or repair the subject appliance in a proper and defect free manner, properly and fully recall  
12 the product in a timely manner, and/or adequately warn of the defects and dangers.

13           122. In addition, plaintiff is informed and believes and thereupon alleges that the aforementioned  
14 acts, omissions, and negligence by defendants were done by employees of defendants, and each of them  
15 with the advance knowledge, authorization, approval, participation or ratification of the officers, directors  
16 and/or managing agents of defendants, and each of them.

17           123. Plaintiff is informed and believes and thereupon alleges that the aforementioned acts and  
18 omissions were done by the defendants.

19           124. Plaintiff is informed and believes and thereupon alleges that information in the possession  
20 of defendants regarding the defective and dangerous condition of the subject appliance model line moved  
21 upward through the structure of management to a point where corporate policy was formulated.

22           125. Plaintiff is informed and believes and thereupon alleges that corporate policymakers and other  
23 persons who exercised discretionary authority and were authorized to make corporate policy on behalf of  
24 defendants and each of them, were in fact aware of risks to the safety of others posed by the defective and  
25 dangerous condition of the subject appliance.

26           126. Plaintiff is informed and believes and thereupon alleges that the entire corporate organization  
27 of the defendants acted negligently, in that persons in the management structure of said defendants, wherein  
28 corporate policy was formulated decided to proceed with the design, production, manufacture and marketing

1 of the subject appliance model line despite knowledge of the defective and dangerous condition of the  
2 subject appliance and the subject appliance.

3 127. Plaintiff is informed and believes and thereupon alleges that authorized persons within the  
4 corporate hierarchy of the defendants acted negligently in that corporate policymakers and other persons who  
5 exercised discretionary authority and were authorized to make corporate policy decisions on behalf of said  
6 defendants did in fact compromise consumer safety by reducing costs and/or expediting production of the  
7 subject appliance.

8 128. As a further direct and proximate result of the above-described acts by defendants plaintiff  
9 has been harmed in that she has suffered and will continue to suffer mental anguish, and severe emotional  
10 and physical distress. Said damages are in a sum in excess of the jurisdictional limit of this Court, the exact  
11 amount of which is not yet known to plaintiff, but which amount will be proved at the time of trial.

12 129. As a further direct and proximate result of the acts and omissions of defendants, plaintiff has  
13 sustained severe and permanent injuries to his health, and severe shock to his nervous system, and was  
14 caused to suffer severe physical and mental pain. Said damages are in a sum the exact amount of which is  
15 not yet known to plaintiff, but which amount will be proved at the time of trial.

16 130. As a direct, proximate, and legal result of the acts and omissions by defendants, plaintiff  
17 suffered and will continue to suffer damages in a sum in excess of the jurisdictional limit of this Court, the  
18 exact amount of which is not yet known to plaintiff, but which amount will be proved at the time of trial.

19 131. As a further direct and proximate result of the acts and omissions of defendants, plaintiff has  
20 lost earnings and will be prevented from pursuing gainful employment and/or business ventures in the future,  
21 and therefore he will suffer lost future earnings and income, and/or a diminution of his future earning  
22 capacity. Said damages are in a sum the exact amount of which is not yet known to plaintiff, but which  
23 amount will be proved at the time of trial.

24 132. As a further direct and proximate result of acts and omissions of defendants, plaintiff was  
25 required to and did employ physicians, and other medical personnel to treat and care for him, and incurred  
26 additional medical expenses for hospital bills and other incidental medical expenses.

27 133. Plaintiff is informed and believes, and thereupon alleges, that he will be required to incur  
28 additional medical and sundry expenses in the future. Said damages are in a sum the exact amount of which

1 is not yet known to plaintiff, but which amount will be proved at the time of trial.

2 134. As a further direct and proximate result of the acts and omissions of defendants, plaintiff will  
3 be prevented from pursuing gainful employment and/or business ventures in the future, and therefore will  
4 suffer lost future earnings and income, and/or a diminution of his future earning capacity. Said damages are  
5 in a sum the exact amount of which is not yet known to plaintiff, but which amount will be proved at the  
6 time of trial.

7  
8 **FIFTH CAUSE OF ACTION**

9 **Breach of Implied Warranty**

10 [Against All Defendants and DOES 1 - 100]

11 135. Plaintiff incorporates by reference, as though fully set forth herein, each and every allegation  
12 and statement contained in the foregoing paragraphs.

13 136. At all times herein mentioned, the defendants, impliedly warranted to plaintiff and the general  
14 consuming public, through print, media and television advertising and other express means, that the subject  
15 appliance and model line was of merchantable quality and was safe for its ordinary, intended, foreseeable  
16 and expected use, and that such use would not cause injuries of the nature herein-described to plaintiff. In  
17 addition, said defendants, and each of them, impliedly warranted that there was no substantial risk of  
18 electrocution in the subject appliance and/or model line.

19 137. Plaintiff is informed and believe, and thereupon allege, that at all times relevant hereto,  
20 defendants, inclusive and each of them, impliedly warranted to the consuming public that the subject  
21 appliance and model line, including all component parts, was of merchantable quality, fit for the purpose  
22 for which it was to be used, and free from design, manufacturing and/or modification defects.

23 138. Plaintiff is informed and believe, and thereupon allege, that at all times relevant hereto, the  
24 subject appliance was not of merchantable quality, fit for the purpose for which it was to be used, and/or free  
25 from design, manufacturing and/or modification defects.

26 139. Plaintiff is informed and believe, and thereupon allege, that at all times relevant hereto, the  
27 subject appliance was not of merchantable quality, fit for the purpose for which it was to be used, and/or free  
28 from reconditioning and restoring defects.



1 140. Plaintiff is informed and believes, and thereupon alleges, that at all times relevant hereto the  
2 subject appliance and model line was defectively designed and/or manufactured and imminently dangerous  
3 to users, consumers, and bystanders in that it was capable of causing, and, in fact, did cause, personal  
4 injuries to users, consumers and bystanders, while being used in a reasonably foreseeable manner, thereby  
5 rendering the subject appliance and model line unsafe and dangerous for use by users, consumers or  
6 bystanders.

7 141. Said subject appliance was not of merchantable quality and was not as warranted by said  
8 defendants, thus constituting a breach of said warranty; and as a direct, legal and proximate result of  
9 plaintiff's reliance on said warranties and the breach of said warranties, plaintiff sustained the  
10 herein-described losses and damages.

11 142. Plaintiff is informed and believes and thereupon asserts that said defendants, and each of  
12 them, received timely notice of said breach of warranties.

13 143. Plaintiff is informed and believes and thereupon asserts that said defendants, and each of  
14 them, knew or, in the exercise of reasonable care, should have known of the dangerous, defective, unfit and  
15 unsafe condition of the aforementioned subject appliance and the fact that it was not safe or suitable for its  
16 intended use, nor of merchantable, safe or operational quality.

17 144. As a direct, legal and proximate result of the breaches of warranties on the part of the  
18 defendants, the subject appliance electrocuted the plaintiff.

19 145. The aforementioned breaches of warranties of the defendants directly, legally and proximately  
20 caused injuries and losses to plaintiff as herein described.

21 146. As a direct, legal and proximate result of the breaches of warranties of all of the defendants,  
22 and the defective nature of the subject appliance, plaintiff suffered and sustained injuries, harm and losses,  
23 including loss and damage to valuable tangible items of personal property and other compensable damages  
24 within the jurisdiction of the Superior Court of California.

25 147. Due to said defects in the subject appliance, plaintiff suffered injuries and losses when the  
26 subject appliance failed to function adequately, safely, or as designed.

27 148. As a direct, legal and proximate result of the negligence, breach of implied warranty, and  
28 carelessness, on the part of the defendants, the subject appliance electrocuted the plaintiff.

1           149. The defective and dangerous design, manufacture and performance of the subject appliance  
2 and the fact that it was unsafe for its intended use and purpose when employed in a reasonable and  
3 foreseeable manner by plaintiff was known to defendants, or in the exercise of reasonable care should have  
4 been known and discovered by the defendants, and each of them. Further, the defective and dangerous  
5 condition of the subject appliance were not made known to plaintiff by defendants.

6           150. Plaintiff is informed and believes and thereupon alleges that defendants knew of the danger  
7 of serious injury or death from said subject appliance due to the defectively designed and manufactured  
8 nature of the subject appliance and said defendants consciously decided to design, manufacture, distribute  
9 and/or sell said subject appliance in its defective state without adequate warning or proper instructions to  
10 owners and users of said appliance.

11           151. Further, plaintiff is informed and believes and thereupon asserts that defendants knew or in  
12 the exercise of reasonable care should have known of the many other earlier deaths, injuries, consumer  
13 complaints and lawsuits involving substantially similar electrocution caused by the subject appliance and  
14 its model line, including earlier versions and similar products, due to the inadequate and improper warnings  
15 and instructions, and said design and manufacturing defects, and failure to warn regarding electrocution and  
16 said other defects, said defendants nevertheless chose not to design, redesign or repair the subject appliance  
17 in a proper and defect free manner, properly and fully recall the product in a timely manner, and/or  
18 adequately warn of the defects and dangers.

19           152. In addition, plaintiff is informed and believes and thereupon alleges that the aforementioned  
20 acts, omissions, and negligence by defendants, were done by employees of defendants, and each of them  
21 with the advance knowledge, authorization, approval, participation or ratification of the officers, directors  
22 and/or managing agents of defendants, and each of them.

23           153. Plaintiff is informed and believes and thereupon alleges that the aforementioned acts and  
24 omissions were done by the defendants.

25           154. Plaintiff is informed and believes and thereupon alleges that information in the possession  
26 of defendants inclusive and each of them, regarding the defective and dangerous condition of the subject  
27 appliance moved upward through the structure of management to a point where corporate policy was  
28 formulated.

1 155. Plaintiff is informed and believes and thereupon alleges that corporate policymakers and other  
2 persons who exercised discretionary authority and were authorized to make corporate policy on behalf of  
3 defendants, were in fact aware of risks to the safety of others posed by the defective and dangerous condition  
4 of the subject appliance and chose not to take any corrective action.

5 156. Plaintiff is informed and believes and thereupon alleges that the entire corporate organization  
6 of the defendants acted negligently, with malice and in conscious disregard of the rights and safety of others,  
7 in that persons in the management structure of said defendants, wherein corporate policy was formulated  
8 consciously decided to proceed with the design, production, manufacture and marketing of the subject  
9 appliance model line despite knowledge of the defective and dangerous condition of the subject appliance  
10 model.

11 157. Plaintiff is informed and believes and thereupon alleges that authorized persons within the  
12 corporate hierarchy of the defendants acted negligently, in that corporate policymakers and other persons  
13 who exercised discretionary authority and were authorized to make corporate policy decisions on behalf of  
14 said defendants did in fact compromise consumer safety by reducing costs and/or expediting production of  
15 the subject appliance.

16 158. As a further direct and proximate result of the above-described acts by defendants, plaintiff  
17 has been harmed in that he has suffered and will continue to suffer mental anguish, and severe emotional  
18 and physical distress. Said damages are in a sum in excess of the jurisdictional limit of this Court, the exact  
19 amount of which is not yet known to plaintiff, but which amount will be proved at the time of trial.

20 159. As a further direct and proximate result of the acts and omissions of defendants, plaintiff has  
21 sustained severe and permanent injuries to his health, and severe shock to his nervous system, and was  
22 caused to suffer severe physical and mental pain. Said damages are in a sum the exact amount of which is  
23 not yet known to plaintiff, but which amount will be proved at the time of trial.

24 160. As a direct, proximate, and legal result of the acts and omissions by defendants, plaintiff  
25 suffered and will continue to suffer damages in a sum in excess of the jurisdictional limit of this Court, the  
26 exact amount of which is not yet known to plaintiff, but which amount will be proved at the time of trial.

27 161. As a further direct and proximate result of the acts and omissions of defendants, plaintiff will  
28 be prevented from pursuing gainful employment and/or business ventures in the future, and therefore she will

1 suffer lost future earnings and income, and/or a diminution of his future earning capacity. Said damages are  
2 in a sum the exact amount of which is not yet known to plaintiff, but which amount will be proved at the  
3 time of trial.

4 162. As a further direct and proximate result of acts and omissions of defendants, plaintiff was  
5 required to and did employ physicians, and other medical personnel to treat and care for him, and incurred  
6 additional medical expenses for hospital bills and other incidental medical expenses.

7 163. Plaintiff is informed and believes, and thereupon alleges, that he will be required to incur  
8 additional medical and sundry expenses in the future. Said damages are in a sum the exact amount of which  
9 is not yet known to plaintiff, but which amount will be proved at the time of trial.

10 164. As a further direct and proximate result of the acts and omissions of defendants, plaintiff will  
11 be prevented from pursuing gainful employment and/or business ventures in the future, and therefore will  
12 suffer lost future earnings and income, and/or a diminution of his future earning capacity. Said damages are  
13 in a sum the exact amount of which is not yet known to plaintiff, but which amount will be proved at the  
14 time of trial.

15  
16 **WHEREFORE**, plaintiff LAURA TAYLOR, prays for judgment against the defendants as  
17 follows:

18 Against all defendants, and each of them:

19 1. For general damages incurred and suffered by plaintiff, including loss and damage to  
20 valuable tangible items of personal property and other compensable damages, in an amount exceeding  
21 the jurisdictional limits of this Court and according to proof at trial;

22 2. For special damages, in an amount exceeding the jurisdictional limits of this Court and  
23 according to proof at trial;

24 3. For costs of suit incurred herein;

25 4. For interest as provided by law;

26 5. For such other and further relief as the Court may deem just and proper.

27 6. For an award of exemplary damages, in an amount properly calculated to punish said  
28 defendants for their despicable conduct, malice and conscious disregard for the safety of others, and to



1 deter any such despicable conduct, malice and conscious disregard for the safety of others in the future.

2  
3 DATED: June 26, 2012

CARPENTER, ZUCKERMAN & ROWLEY, LLP

4  
5  
6  
7 John C. Carpenter  
Attorneys for Plaintiff

8  
9  
10 DEMAND FOR JURY TRIAL

11 Plaintiff Laura Taylor, individually, hereby demands a jury trial in this action.

12  
13 DATED: June 26, 2012

CARPENTER, ZUCKERMAN & ROWLEY, LLP

14  
15  
16 John C. Carpenter  
Attorneys for Plaintiff

<b>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, number, and address):</b> John C. Carpenter, Esq. (SBN 1555610) <b>CARPENTER, ZUCKERMAN &amp; ROWLEY, LLP</b> 8827 West Olympic Boulevard Beverly Hills, CA 90211		CM-010  ORIGINAL FILED  JUN 9 2012  SUPERIOR COURT
TELEPHONE NO. (310) 273-1230 FAX NO. (310) 858-1063		
<b>ATTORNEY FOR (Name):</b> SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 300 E. Walnut Street MAILING ADDRESS: 300 E. Walnut Street CITY AND ZIP CODE: Pasadena, CA 91101 BRANCH NAME: NORTHEAST DISTRICT		
CASE NAME: LAURA TAYLOR v. WHIRLPOOL CORPORATION, et al.		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: GC049727  JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PIPD/W (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input checked="" type="checkbox"/> Other PIPD/W (23) <b>Non-PIPD/W (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIPD/W tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (38) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties<br>b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses<br>e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court<br>f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): FIVE (5)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: June 28, 2012

John C. Carpenter, Esq. (SBN 1555610)  
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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SHORT TITLE: TAYLOR v. WHIRLPOOL CORPORATION, et al.

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**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 5-7 ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps - If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column B below which best describes the nature of this case.

**Step 3:** In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4. 1., 3.
		<input checked="" type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input checked="" type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. <b>1., 4.</b>



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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6006 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2.
Real Property	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction) <input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction) <input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure <input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6. 2., 6. 2., 6. 2., 6.



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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
		<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE TAYLOR V. WHIRLPOOL CORPORATION, et al.

CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.  <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input checked="" type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS 1690 BRAEBURN RD.
CITY: ALTADENA.	STATE: CA	ZIP CODE: 91001

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the PASADENA courthouse in the NORTHEAST District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: June 28, 2012

(SIGNATURE OF ATTORNEY/FILING PARTY)

John C. Carpenter, Esq.

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

1 John C. Carpenter – State Bar No. 155610  
2 Mark Larson - State Bar No. 282283  
3 **CARPENTER, ZUCKERMAN & ROWLEY, LLP**  
4 8827 W. Olympic Boulevard  
5 Beverly Hills, California 90211  
6 Tel.: (310) 273-1230 / Fax: (310) 858-1063

7  
8 Attorneys for Plaintiff,  
9 Laura Taylor

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF LOS ANGELES – NORTHEAST DISTRICT**

12 LAURA TAYLOR,

13 Plaintiff,

14 vs.

15 WHIRLPOOL CORPORATION, a business  
16 entity of unknown form; MAYTAG  
17 CORPORATION, a business entity of unknown  
18 form; MAYTAG SALES, INC., a business  
19 entity of unknown form; BEST BUY CO., INC.,  
20 a business entity of unknown form; BEST BUY,  
21 a business entity of unknown form; and DOES 1  
22 through 100, inclusive,

23 Defendants.

Case No.: GC 049727

NOTICE OF CASE MANAGEMENT  
CONFERENCE

24 TO DEFENDANTS AND TO THEIR ATTORNEYS OF RECORD:

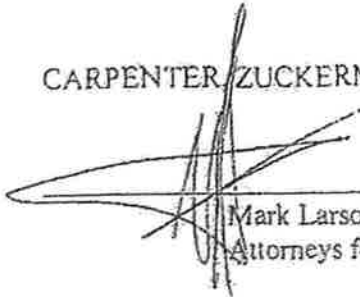
25 PLEASE TAKE NOTICE of the Case Management Conference scheduled for December 20,  
26 2012, at 8:30 am. in Department NCBB of the Los Angeles Superior Court located at 300 East Olive,  
27 Burbank, CA 91502.

28 Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management  
Statement (Judicial Council form CM-110) must be filed at least 15 calendar days prior to the Case

1 Management Conference.

2  
3 DATED: October 9, 2012

CARPENTER ZUCKERMAN & ROWLEY, LLP

4  
5  Mark Larson  
6 Attorneys for Plaintiff  
7  
8  
9  
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CIV-050

- DO NOT FILE WITH THE COURT -  
- UNLESS YOU ARE APPLYING FOR A DEFAULT JUDGMENT UNDER CODE OF CIVIL PROCEDURE § 585 -

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): John Carpenter, Esq. (SBN 155610) Mark Larson, Esq. (282823) CARPENTER, ZUCKERMAN & ROWLEY, LLP 8827 West Olympic Blvd. Beverly Hills, CA 90211	TELEPHONE NO.: 310.273.1230	FOR COURT USE ONLY
ATTORNEY FOR (name): Plaintiff Laura Taylor		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles		
STREET ADDRESS: 8827 West Olympic Blvd		
MAILING ADDRESS: -Same-		
CITY AND ZIP CODE: Beverly Hills, 90211		
BRANCH NAME: Northeast District		
PLAINTIFF: Laura Taylor		
DEFENDANT: Whirlpool Corporation, a business entity		
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)		CASE NUMBER: GC 049727

To (name of one defendant only): Whirlpool Corporation, a business entity of unknown form  
Plaintiff (name of one plaintiff only): Laura Taylor  
seeks damages in the above-entitled action, as follows:

- |  | AMOUNT          |
|--|-----------------|
| 1. General damages   |                 |
| a. <input checked="" type="checkbox"/> Pain, suffering, and inconvenience  | \$ 1,000,000    |
| b. <input type="checkbox"/> Emotional distress   | \$              |
| c. <input type="checkbox"/> Loss of consortium   | \$              |
| d. <input type="checkbox"/> Loss of society and companionship (wrongful death actions only)  | \$              |
| e. <input checked="" type="checkbox"/> Other (specify) INTEREST AS PERMITTED BY LAW  | \$ UNDETERMINED |
| f. <input type="checkbox"/> Other (specify)  | \$              |
| g. <input type="checkbox"/> Continued on Attachment 1.g.   |                 |
| 2. Special damages   |                 |
| a. <input checked="" type="checkbox"/> Medical expenses (to date)  | \$ 3,780        |
| b. <input checked="" type="checkbox"/> Future medical expenses (present value)   | \$ 100,000      |
| c. <input checked="" type="checkbox"/> Loss of earnings (to date)  | \$ 100,000      |
| d. <input checked="" type="checkbox"/> Loss of future earning capacity (present value)   | \$ 100,000      |
| e. <input type="checkbox"/> Property damage  | \$              |
| f. <input type="checkbox"/> Funeral expenses (wrongful death actions only)   | \$              |
| g. <input type="checkbox"/> Future contributions (present value) (wrongful death actions only)   | \$              |
| h. <input type="checkbox"/> Value of personal service, advice, or training (wrongful death actions only)                                   | \$              |
| i. <input type="checkbox"/> Other (specify)  | \$              |
| j. <input type="checkbox"/> Other (specify)  | \$              |
| k. <input type="checkbox"/> Continued on Attachment 2.k.   |                 |
| 3. <input checked="" type="checkbox"/> Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify). | \$ 5,000        |
| when pursuing a judgment in the suit filed against you.  |                 |

Date: October 9, 2012

Mark Larson, Esq.

(TYPE OR PRINT NAME)

SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF

(Proof of service on reverse)

STATEMENT OF DAMAGES  
(Personal Injury or Wrongful Death)

Legal  
Solutions  
& Plus

Code of Civil Procedure, §§ 425.11, 425.115

Page 1 of 2

## LOS ANGELES COUNTY DISPUTE RESOLUTION PROGRAMS ACT (DRPA) CONTRACTORS

The following organizations provide mediation services under contract with the Los Angeles County Department of Community & Senior Services. Services are provided to parties in any civil case filed in the Los Angeles County Superior Court. Services are not provided under this program to family, probate, traffic, criminal, appellate, mental health, unlawful detainer/eviction or juvenile court cases.

Asian-Pacific American Dispute Resolution Center  
(213) 250-8190  
(Spanish & Asian languages capability)

California Academy of Mediation Professionals  
(818) 377-7250

Center for Conflict Resolution  
(818) 380-1840

Inland Valleys Justice Center  
(909) 397-5780  
(Spanish language capability)

Office of the Los Angeles City Attorney Dispute Resolution Program  
(213) 485-8324  
(Spanish language capability)

Los Angeles County Bar Association Dispute Resolution Services  
toll free number 1-877-4Resolve (737-6583) or (213) 896-6533  
(Spanish language capability)

Los Angeles County Department of Consumer Affairs  
(213) 974-0825  
(Spanish language capability)

The Loyola Law School Center for Conflict Resolution  
(213) 736-1145  
(Spanish language capability)

Martin Luther King Legacy Association Dispute Resolution Center  
(323) 290-4132  
(Spanish language capability)

City of Norwalk  
(562) 929-5603

DRPA Contractors do not provide legal advice or assistance, including help with responding to summonses. Accessing these services does not negate any responsibility you have to respond to a summons or appear at any set court date. See the reverse side of this sheet for information on the mediation process and obtaining legal advice.

THIS IS A TWO-SIDED DOCUMENT.

<p><b>What is the goal of mediation?</b></p> <p>The goal is to assist the parties in reaching a mutually acceptable agreement or understanding on some or all of the issues. The parties jointly become the primary decision maker in how to resolve the issues, as opposed to the traditional judge and/or jury system.</p>	
<p><b>Do I need an attorney for this?</b></p> <p>While it is recommended to have an attorney and/or receive legal advice before the mediation starts, you are not required to have representation. If you do have an attorney, they may participate in the mediation with you.</p>	
<p><b>How long does it take?</b></p> <p>Face-to-face mediations generally last one to three hours. Telephone conciliations, in which the parties do not meet face to face, vary from a few days to several weeks. Much depends on the number of parties involved and the complexities of the issues. When the mediation takes place depends on parties scheduling availability.</p>	
<p><b>A Mediator helps parties...</b></p> <ul style="list-style-type: none"> <li>Have productive discussions</li> <li>Avoid or break impasses</li> <li>Defuse controversy</li> <li>Generate options that have potential for mutual gain</li> <li>Better understand each other's concerns and goals</li> <li>Focus on their interests rather than their positions</li> </ul>	<p><b>A Mediator does not...</b></p> <ul style="list-style-type: none"> <li>Provide advice or opinions</li> <li>Offer legal information</li> <li>Make decisions for parties</li> <li>Represent or advocate for either side</li> <li>Judge or evaluate anyone or anything</li> <li>Conduct research</li> <li>Take Sides</li> </ul>
<p><b>What does it cost?</b></p> <p>The first three hours of any mediation are free. Thereafter, charges are based on income or revenue. All fees are waived for low-income individuals.</p>	<p><b>Legal Advice/Information</b></p> <p>If you want to retain an attorney, a list of state certified referral services is at <a href="http://courtlinfo.ca.gov">courtlinfo.ca.gov</a> which also has an on-line self help legal center.</p> <p><b>Self-Help Legal Access Centers</b> are at the Inglewood, Palmdale, Pomona, and Van Nuys courthouses, <a href="http://nls-la.org">nls-la.org</a> and <a href="http://lafa.org">lafa.org</a>.</p>
<p><b>What is the difference between the contractors listed and the Superior Court ADR Office?</b></p> <p>The services offered by the contractors listed may be accessed immediately. Those offered by the Superior Court ADR Office, also a DRPA contractor, may not be accessed by parties until a court appearance, or at the directive of the judge assigned to the case.</p>	<p>Court Personnel can answer non-legal questions (forms, fees, fee waivers). <a href="http://lasuperiorcourt.org">lasuperiorcourt.org</a></p> <p>Low-income individuals may qualify for help from non-profit legal organizations. Court Personnel and DRPA contractors have such listings.</p>
<p align="center"> <b>Dispute Resolution Programs Act (DRPA) Grants Administration Office</b>  <b>(213) 738-2621</b>          (The DRP Office is not a Superior Court Office. Consult your phone directory to locate the number of the Court Office on your summons.)       </p>	

THIS IS A TWO-SIDED DOCUMENT.



SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

[CRC 3.221 Information about Alternative Dispute Resolution]

For additional ADR information and forms visit the Court ADR web application at [www.lasuperiorcourt.org](http://www.lasuperiorcourt.org) (click on ADR).

The plaintiff shall serve a copy of this Information Package on each defendant along with the complaint (Civil only).

**What is ADR:**

Alternative Dispute Resolution (ADR) is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes, such as arbitration, mediation, neutral evaluation (NE), and settlement conferences, are less formal than a court process and provide opportunities for parties to reach an agreement using a problem-solving approach.

There are many different kinds of ADR. All of them utilize a "neutral", an impartial person, to decide the case or help the parties reach an agreement.

**Mediation:**

In mediation, a neutral person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

**Cases for Which Mediation May Be Appropriate**

Mediation may be particularly useful when parties have a dispute between or among family members, neighbors, or business partners. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

**Cases for Which Mediation May Not Be Appropriate**

Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

**Arbitration:**

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. *Nonbinding arbitration* means that the parties are free to request a trial if they do not accept the arbitrator's decision.

**Cases for Which Arbitration May Be Appropriate**

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

**Cases for Which Arbitration May Not Be Appropriate**

If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

**Neutral Evaluation:**

In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

**Cases for Which Neutral Evaluation May Be Appropriate**

Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

**Cases for Which Neutral Evaluation May Not Be Appropriate**

Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

**Settlement Conferences:**

Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in reaching a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.



# LOS ANGELES SUPERIOR COURT ADR PROGRAMS

## CIVIL:

- Civil Action Mediation (Governed by Code of Civil Procedure (CCP) sections 1775-1775.15, California Rules of Court, rules 3.850-3.868 and 3.870-3.878, Evidence Code sections 1115-1128, and Los Angeles Superior Court Rules, chapter 12.)
- Retired Judge Settlement Conference
- Neutral Evaluation (Governed by Los Angeles Superior Court Rules, chapter 12.)
- Judicial Arbitration (Governed by Code of Civil Procedure sections 1141.10-1141.31, California Rules of Court, rules 3.810-3.830, and Los Angeles Superior Court Rules, chapter 12.)
- Emergent Domain Mediation (Governed by Code of Civil Procedure section 1250.420.)
- Civil Harassment Mediation
- Small Claims Mediation

## FAMILY LAW (non-custody):

- Mediation
- Forensic Certified Public Accountant (CPA) Settlement Conference
- Settlement Conference
- Nonbinding Arbitration (Governed by Family Code section 2554.)

## PROBATE:

- Mediation
- Settlement Conference

## NEUTRAL SELECTION

Parties may select a mediator, neutral evaluator, or arbitrator from the Court Party Select Panel or may hire someone privately, at their discretion. If the parties utilize the Random Select Mediation or Arbitration Panel, the parties will be assigned on a random basis the name of one neutral who meets the case criteria entered on the court's website.

## COURT ADR PANELS

Party Select Panel	The Party Select Panel consists of mediators, neutral evaluators, and arbitrators who have achieved a specified level of experience in court-connected cases. The parties (collectively) may be charged \$150.00 per hour for the first three hours of hearing time. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
Random Select Panel	The Random Select Panel consists of trained mediators, neutral evaluators, and arbitrators who have not yet gained the experience to qualify for the Party Select Panel, as well as experienced neutrals who make themselves available pro bono as a way of supporting the judicial system. It is the policy of the Court that all Random Select panel volunteer mediators, neutral evaluators, and arbitrators provide three hours hearing time per case. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
Private Neutral	The market rate for private neutrals can range from \$300-\$1,000 per hour.

## ADR ASSISTANCE

For assistance regarding ADR, please contact the ADR clerk at the courthouse in which your case was filed.

COURTHOUSE	ADDRESS	ROOM	CITY	PHONE	FAX
Antonovich	42011 4th St. West	None	Lancaster, CA 93534	(561)974-7275	(551)974-7050
Chatsworth	9425 Penfield Ave.	1200	Chatsworth, CA 91311	(818)576-8565	(818)576-8687
Compton	200 W. Compton Blvd.	1002	Compton, CA 90220	(310)803-3072	(310)223-0337
Glendale	600 E. Broadway	273	Glendale, CA 91206	(818)500-3160	(818)548-5470
Long Beach	415 W. Ocean Blvd.	316	Long Beach, CA 90802	(562)491-6272	(562)437-3802
Norwalk	12720 Norwalk Blvd.	308	Norwalk, CA 90650	(562)807-7243	(562)462-9019
Pasadena	300 E. Walnut St.	109	Pasadena, CA 91101	(626)356-5685	(626)666-1774
Pomona	400 Civic Center Plaza	106	Pomona, CA 91766	(909)620-3183	(909)629-6283
San Pedro	505 S. Centre	209	San Pedro, CA 90731	(310)519-6151	(310)514-0314
Santa Monica	1725 Main St	203	Santa Monica, CA 90401	(310)260-1829	(310)319-6130
Stanley Mosk	111 N. Hill St	113	Los Angeles, CA 90012	(213)974-5425	(213)633-5115
Torrance	825 Maple Ave.	100	Torrance, CA 90503	(310)222-1701	(310)782-7326
Vari Nuys	6230 Sylmar Ave.	418	Van Nuys, CA 91401	(818)374-2337	(818)902-2440

Partially Funded by the Los Angeles County Dispute Resolution Program

A complete list of the County Dispute Resolution Programs is available online and upon request in the Clerk's Office.

ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	<i>Reserved for Clerk's File Stamp</i>
JOURNEY FOR (Name): <b>PERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
CATHOUSE ADDRESS:		
TYPE:		
NOANT:		
<b>STIPULATION TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (ADR)</b>		CASE NUMBER:

undersigned parties stipulate to participate in an Alternative Dispute Resolution (ADR) process in the above-entitled on, as follows:

- ☐ Mediation
- ☐ Non-Binding Arbitration
- ☐ Binding Arbitration
- ☐ Early Neutral Evaluation
- ☐ Settlement Conference
- ☐ Other ADR Process (describe): \_\_\_\_\_

d: \_\_\_\_\_

of Stipulating Party Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
of Stipulating Party Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
of Stipulating Party Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
of Stipulating Party Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney

☐ Additional signature(s) on reverse

Short Title

Case Number

Name of Stipulating Party

☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party

☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party

☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party

☐ Plaintiff ☐ Defendant ☐ Cross-defendant

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☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

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☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party

☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party

☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party

☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

COPY

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LOS ANGELES  
SUPERIOR COURT

1 LEVI W. HEATH (SBN 220854)  
Levi.Heath@btlaw.com  
2 DEVIN STONE (SBN 260326)  
devin.stone@btlaw.com  
3 **BARNES & THORNBURG LLP**  
2049 Century Park East, Suite 3550  
4 Los Angeles, California 90067-3012  
Telephone: 310-284-3880  
5 Facsimile: 310-284-3894

6 Attorneys for Defendants  
7 WHIRLPOOL CORPORATION  
8 MAYTAG CORPORATION and MAYTAG SALES,  
INC.

9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF LOS ANGELES – NORTHEAST DISTRICT

12  
13 LAURA TAYLOR,

14 Plaintiff,

15 v.

16 WHIRLPOOL CORPORATION a business  
entity unknown form; MAYTAG  
17 CORPORATION, a business entity of  
unknown form; MAYTAG SALES, INC. a  
18 business entity of unknown form; BEST  
BUY CO., INC., a business entity of  
19 unknown form; BEST BUY, a business entity  
of unknown form; DOES 1 through 100  
20 inclusive,

21 Defendants.

Case No. GC049727

[Assigned to the Honorable C. Edward  
Simpson – Dept. R]

**DEFENDANTS WHIRLPOOL  
CORPORATION, MAYTAG  
CORPORATION, AND MAYTAG SALES,  
INC.'S ANSWER TO COMPLAINT**

Complaint Filed: June 28, 2012

(FAXED)

22  
23  
24  
25  
26  
27  
28 EXHIBIT B PAGE 82



1 Defendants Whirlpool Corporation, Maytag Corporation (previously a wholly owned  
2 subsidiary of the Whirlpool Corporation that has since been dissolved), and Maytag Sales, Inc.  
3 ("Defendants") hereby answer the unverified Complaint of Laura Taylor ("Plaintiff") as follows:  
4

5 **GENERAL DENIAL OF ALLEGATIONS**

6 Under the provisions of California Code of Civil Procedure section 431.30, Defendants deny  
7 generally and specifically each and every allegation contained in the Complaint.  
8

9 **FIRST AFFIRMATIVE DEFENSE**

10 (Failure to State a Cause of Action)

11 The Complaint, and each purported claim therein, fails to state facts sufficient to constitute a  
12 cause of action against Defendants.

13 **SECOND AFFIRMATIVE DEFENSE**

14 (Comparative Fault)

15 If Plaintiff sustained any damages or losses, which Defendants deny, they were caused wholly  
16 or in part by the acts, omissions, negligence, fraud, and/or breach of obligations of Plaintiff, which  
17 conduct, acts and omissions were the sole proximate cause or an intervening or superseding cause of  
18 any damages or losses. The Complaint, and each purported claim therein, is barred completely or must  
19 be reduced in proportion to the fault attributable to Plaintiff.

20 **THIRD AFFIRMATIVE DEFENSE**

21 (Negligence of Others)

22 If Plaintiff sustained any damages or losses, which Defendants deny, they were caused wholly  
23 or in part by the acts, omissions, negligence, fraud, and/or breach of obligations of third parties or  
24 entities, which conduct, acts and omissions were the sole proximate cause or an intervening or  
25 superseding cause of any damages or losses. The Complaint, and each purported claim therein, is  
26 barred completely or must be reduced in proportion to the fault attributable to such other third parties  
27 or entities as are found culpable.  
28

1 **FOURTH AFFIRMATIVE DEFENSE**

2 (Indemnity and Contribution from Others)

3 If any damages, judgment or other awards are recovered by Plaintiff against Defendants for  
4 damages, injuries or losses alleged in the Complaint, such damages, injuries or losses are directly and  
5 proximately contributed to and caused by other persons or entities, and Defendants are entitled to  
6 indemnity and contribution or both, from each of said other persons or entities in an amount in direct  
7 proportion to the culpable conduct of said other persons or entities.

8 **FIFTH AFFIRMATIVE DEFENSE**

9 (Assumption of Risk)

10 Without conceding that any act caused damage to Plaintiff or any other person in any respect,  
11 Plaintiff, with full appreciation of the risks involved, knowingly and voluntarily assumed the risks  
12 associated with the acts, events, and transactions about which Plaintiff now complains, including the  
13 risk of incurring the damages it now seeks to recover.

14 **SIXTH AFFIRMATIVE DEFENSE**

15 (Set Off)

16 Without conceding that any act caused damage to Plaintiff or any other person in any respect,  
17 any alleged obligations of Defendants to Plaintiff should be offset by any damages caused by Plaintiff.

18 **SEVENTH AFFIRMATIVE DEFENSE**

19 (Failure to Mitigate)

20 Plaintiff's failure to take reasonable steps to mitigate her alleged losses, all of which are  
21 specifically denied, bar Plaintiff's asserted damages claim in this action.

22 **EIGHTH AFFIRMATIVE DEFENSE**

23 (Waiver)

24 By the conduct and actions relating to each of the alleged causes of action stated in the  
25 Complaint, Plaintiff has waived all claims, if any, against Defendants.

26 **NINTH AFFIRMATIVE DEFENSE**

27 (Product Misuse)

1 Defendants allege on information and belief that Plaintiff's alleged damages, if any, may have  
2 been caused by the misuse, abuse, or unintended or abnormal use of the products referred to in the  
3 Complaint.

4 **TENTH AFFIRMATIVE DEFENSE**

5 (State of the Art)

6 Defendants allege that the design, manufacture, and marketing of the alleged products were in  
7 conformity with the "state of the art" existing at the time of such design, manufacture, and marketing.  
8 Furthermore, Defendants allege that liability (including, but not limited to, strict liability) may not be  
9 imposed as to properly manufactured products distributed with information regarding the risks of  
10 which the manufacturer knew at the time of manufacture, and liability may not be imposed for untold  
11 risks not known at the time of such design, manufacture, and marketing of the product. Therefore,  
12 Plaintiff's claims are barred.

13 **ELEVENTH AFFIRMATIVE DEFENSE**

14 (Subsequent Damage)

15 If any dangerous or defective condition existed in the product manufactured by these answering  
16 Defendants, which is denied, said condition was caused and created by damage, abuse, or changes  
17 occurring after the time of manufacture and sale, and while the product was not in the custody and  
18 control of Defendants. Furthermore, Defendants allege based on information and belief such risks  
19 were entirely unknown to these defendants, thus barring Plaintiff's recovery against Defendants.

20 **TWELFTH AFFIRMATIVE DEFENSE**

21 (Unforeseeable Consequences)

22 Defendants are informed and believe, and on that basis allege, that any injuries and damages  
23 that Plaintiff has sustained, either as alleged in the Complaint or at all, were the result of an  
24 unforeseeable, idiosyncratic reaction for which Defendants cannot be held liable.

25 **THIRTEENTH AFFIRMATIVE DEFENSE**

26 (Product Alteration)

27 Defendants are informed and believe, and on that basis allege, that after any alleged product  
28

1 left the possession and control of Defendants, and without Defendants' knowledge or approval, the  
2 alleged product was redesigned, modified, altered, incorporated into another product, or subjected to  
3 treatment that substantially changed its character. The alleged defect in any mixed or integrated  
4 product, as alleged in the Complaint, resulted, if at all, from the redesign, modification, alteration,  
5 treatment, mixture or other change of the product sold by Defendants after Defendants relinquished  
6 possession and control over the product and not from any act or omission of Defendants.

7 **FOURTEENTH AFFIRMATIVE DEFENSE**

8 (Preexisting Conditions)

9 Defendants are informed and believe, and on that basis allege, that Plaintiff's claims are barred  
10 to the extent they result from preexisting conditions, injuries, or diseases.

11 **FIFTEENTH AFFIRMATIVE DEFENSE**

12 (Disclaimer of Implied Warranties)

13 Defendants are informed and believe, and on that basis allege, that Plaintiff's cause of action  
14 for breach of implied warranties is barred because Defendants disclaimed all implied warranties at the  
15 time of any alleged sale.

16 **SIXTEENTH AFFIRMATIVE DEFENSE**

17 (California Civil Code)

18 Plaintiff's recovery is barred pursuant to California Civil Code sections 3512 *et seq.*

19 **RESERVATION OF RIGHTS**

20 Defendants hereby give notice that they intend to rely upon such other and further affirmative  
21 defenses as may become available during discovery in this action and reserves the right to amend their  
22 Answer to assert any such defenses.

23  
24 **PRAYER FOR RELIEF**

25 WHEREFORE, Defendants pray for judgment as follows:

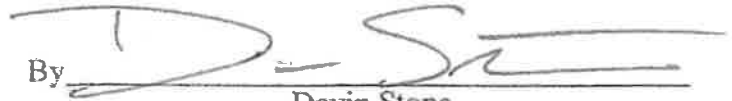
- 26 1. That Plaintiff take nothing by way of her Complaint;  
27 2. That the Complaint be dismissed with prejudice;  
28



3. That judgment enter in favor of Defendants awarding costs; and
4. That the Court award such other and further relief as the court deems just and proper.

Dated: November 7, 2012

**BARNES & THORNBURG LLP**

By   
Devin Stone  
Attorneys for Defendants  
WHIRLPOOL CORPORATION, MAYTAG  
CORPORATION, and MAYTAG SALES, INC.

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 2049 Century Park East, Suite 3550, Los Angeles, California 90067.

On November 7, 2012, I served the foregoing document(s) described as: **DEFENDANTS WHIRLPOOL CORPORATION, MAYTAG CORPORATION AND MAYTAG SALES INC.'S ANSWER TO COMPLAINT** on interested parties in this action by placing true copy(ies) thereof enclosed in a sealed envelope as follows:

John C. Carpenter, Esq.  
**CARPENTER, ZUCKERMAN & ROWLEY, LLP**  
8827 W. Olympic Boulevard  
Beverly Hills, CA 90211  
Telephone: 310-273-1230  
Facsimile: 310-858-1063

☐ BY PERSONAL SERVICE I delivered such envelope(s) by hand to the offices of the addressee(s).

☒ BY UNITED STATES MAIL I enclosed the documents in a sealed envelope or package addressed to the respective address(es) of the party(ies) stated above and placed the envelope(s) for collection and mailing, following our ordinary business practices. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid at Los Angeles, California.

☐ BY OVERNIGHT DELIVERY I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed to the respective address(es) of the party(ies) stated above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 7, 2012 at Los Angeles, California.

Andrea Augustine Johnson  
Print Name

  
Signature

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 2049 Century Park East, Suite 3550, Los Angeles, CA 90067.

On November 8, 2012, I served the foregoing document(s) described as: **DECLARATION OF DEVIN STONE IN SUPPORT OF REMOVAL** on the interested party(ies) below, using the following means:

John C. Carpenter, Esq.  
**CARPENTER, ZUCKERMAN & ROWLEY, LLP**  
8827 W. Olympic Boulevard  
Beverly Hills, CA 90211  
Telephone: 310-273-1230  
Facsimile: 310-858-1063

☒ BY UNITED STATES MAIL I enclosed the documents in a sealed envelope or package addressed to the respective address(es) of the party(ies) stated above and placed the envelope(s) for collection and mailing, following our ordinary business practices. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid at Los Angeles, California.

☐ BY MESSENGER SERVICE I served the documents by placing them in an envelope or package addressed to the respective address(es) of the party(ies) stated above and providing them to a professional messenger service for service.

☐ BY FAX Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the respective fax number(s) of the party(ies) as stated above. No error was reported by the fax machine that I used. A copy of the record of the fax transmission(s), which I printed out, is attached.

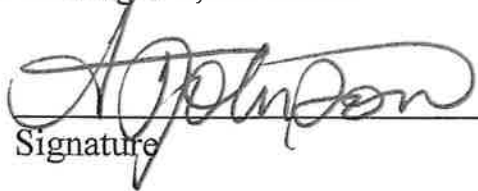
☐ (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☒ (FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on November 8, 2012 at Los Angeles, California.

Andrea Augustine Johnson

Print Name

  
Signature